

1 IN THE UNITED STATES DISTRICT COURT

2 FOR THE DISTRICT OF DELAWARE

3
4 STEVEN G. MILLETT,

5 MELODY, J. MILLETT,

6 On Behalf of themselves

7 And all others similarly situated,

8 Plaintiffs,

9 vs. No. 05-599-SLR

10 TRUELINK, INC.,

11 A Trans Union Company,

12 Defendant.

13
14
15 VOLUME I

16
17 DEPOSITION OF MELODY J. MILLETT, a

18 Plaintiff, taken on behalf of the Defendant

19 before Nissa M. Sharp, CSR, CCR #528, pursuant

20 to Notice on the 3rd of May, 2007, at the

21 offices of CLOON LAW FIRM, One Hallbrook Place,

22 11150 Overbrook Road, Suite 350, Leawood,

23 Kansas.

24

25

1 APPEARANCES

2 Appearing for the Plaintiffs was MS. B.

3 JOYCE YEAGER of YEAGER LAW FIRM, LLC, City
4 Center Square, 26th Floor, 1100 Main Street,
5 Kansas City, Missouri 64105.

6 Also appearing for the Plaintiffs was

7 MR. BRYSON R. CLOON of CLOON LAW FIRM, One
8 Hallbrook Place, 11150 Overbrook Road, Suite
9 350, Leawood, Kansas 66211.

10 Appearing for the Defendant were

11 MR. MICHAEL O'NEIL and MS. HEATHER SCHUMAN of
12 DLA PIPER US, LLP, 203 North LaSalle Street,
13 Suite 1900, Chicago, Illinois 60601-1293.

14 Also present was Leda Gipson of MCR

15 VIDEO.

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18 MELODY J. MILLETT

19 Examination by Mr. O'Neil

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(Original Exhibits 9 through 22 were
filed with the original transcript.)

(The deposition commenced at 9:20 AM.)

1 VIDEOGRAPHER: This is the
2 videotaped deposition of Melody J. Millett, Case
3 No. 05-599-SLR. This deposition is being held
4 on Thursday, May the 3rd, 2007. We are now
5 going on the record at 9:20 AM.

6 Will counsel please state their
7 appearances for the record?

8 MS. YEAGER: For Plaintiffs,
9 Joyce Yeager and Bryson Cloon.

10 MR. O'NEIL: And for the
11 Defendant, Michael O'Neil and Heather Schuman.

12 VIDEOGRAPHER: You may now swear
13 the witness.

14 MELODY J. MILLETT,
15 being first duly sworn, testified under oath as
16 follows:

17 EXAMINATION

18 BY MR. O'NEIL:

19 Q. Good morning, Mrs. Millett.

20 A. Good morning.

21 Q. Are you currently employed?

22 A. Yes.

23 Q. And where are you employed?

24 A. I work for

25 Q. Could you spell that please?

1 A.

2 Q. And how long have you worked at ?

3 A. About 90 days.

4 Q. And what is your job title there, if
5 you have one?

6 A. My current job title is Business
7 Analyst 2.

8 Q. And what is the business of ?

9 A. Embarq is a local telephone service
10 provider, also known as a local exchange
11 carrier.

12 Q. And what are your job duties and
13 responsibilities at ?

14 A. Data warehouse management and
15 maintenance. I manage approximately 23
16 databases for
17 .

18 Q. And were you employed prior to being
19 employed at ?

20 A. Yes, I was.

21 Q. And where were you employed then?

22 A. I was employed by
23
24 .

25 Q. Did you have essentially the same job

1 responsibilities in that position as you do
2 today?

3 A. No. My responsibilities over there
4 were a little bit different.

5 Q. Okay. And, briefly, what were those
6 responsibilities?

7 A. I was an HR database management
8 relating to employment records, payroll, data
9 warehousing for HR records, which was all hyper
10 sensitive security, there was a lot more
11 security and management and that type of stuff
12 involved.

13 Q. When did you first begin working for
14 ?

15 A. I first began working for
16 in 2000.

17 Q. And did you work there continuously
18 until 90 days ago?

19 A. Yep.

20 Q. Okay. What city did you graduate high
21 school from?

22 A. High School.

23 Q. And have you attended any colleges or
24 universities since graduating from high school?

25 A. I attended colleges and universities

1 both before and after graduating from high
2 school.

3 Q. Okay. Have you obtained any degrees
4 from a college or university?

5 A. No, sir.

6 Q. And what was the type of course work
7 that you had when you were taking college and
8 university courses?

9 A. I had extensive studies in mathematics.
10 I was taking courses in electronics. I have he
11 taken courses in computer and software systems,
12 Microsoft certification tracks, COMPTIA
13 certification tracks, all those are relating to
14 computers.

15 Q. And how long -- for how long did you
16 have course work after you graduated from high
17 school?

18 A. Well, it's kind of been off and on as
19 needed for whatever job I might have had or, you
20 know, employers will send you for training
21 classes or whatnot. Most of my mathematics
22 classes were taken at the local community
23 college before I ever graduated from high
24 school.

25 Q. Was it more than a year of course work

1 together that you had after high school?

2 A. Yeah, it's been more than a year of
3 course work.

4 Q. Could you -- is it more than two years?

5 A. Oh, maybe, two. I mean, depends on how
6 you say -- how would you characterize. I mean,
7 it's not like I went to a four-year university
8 and I was there continuously for two years. So,
9 I mean, if I had to add it all up over, you
10 know, the course of my life since I graduated
11 from high school, I'd say I probably have maybe
12 two, two-and-a-half years.

13 Q. Have you ever been deposed before?

14 A. Yes.

15 Q. Okay. So, I'm sure you know this, but
16 let me just say it, obviously we have a court
17 reporter here who's taking down my questions and
18 your answers, so it would be helpful if you let
19 me finish my question before you answer, even if
20 you know what the question is going to be.
21 Sometimes I don't even know what the question is
22 going to be.

23 If you don't understand a question that
24 I ask today, which is entirely possible, please
25 let me know and I'll try to rephrase it for you.

1 We can take a break at any time that
2 you would like, other than when a question is
3 pending.

4 How many times have you had your
5 deposition taken?

6 A. Once in the Ford Motor case and twice
7 in the Experian case.

8 Q. Do you recall that you were actually
9 deposed on three separate days in the Experian
10 case?

11 A. Yes. One was two days, and another one
12 was a single day.

13 Q. So, you have three days of depositions
14 in the Experian case?

15 A. Yes.

16 Q. And one full day in the Ford Motor
17 case?

18 A. Yes.

19 Q. Have you ever been -- had your
20 deposition taken in any other instances?

21 A. No.

22 Q. Have you ever reviewed the transcripts
23 or I should say -- strike that.

24 Have you ever reviewed the transcript
25 from your deposition in the Ford Motor case?

1 A. Yes, sir.

2 Q. And did you review it to make sure that
3 it was accurate?

4 A. Yes, sir.

5 Q. And did you determine the transcript
6 was accurate?

7 A. Yes.

8 Q. Did you make any changes to the
9 transcript?

10 A. I don't believe in Ford Motor Credit
11 there were any changes made to the transcript to
12 my recollection.

13 Q. Let me direct your attention to the
14 three days of transcripts in the Experian case.
15 Have you ever reviewed those transcripts?

16 A. Yes, sir.

17 Q. And have you reviewed them to make sure
18 that they were accurate?

19 A. Yes, sir.

20 Q. And did you determine that those three
21 days of transcripts were accurate?

22 A. As to substance, yes.

23 Q. Okay. But you noted some typographical
24 errors in the transcription?

25 A. Yes, I sure did.

1 Q. Okay.

2 A. Misspellings of software language and
3 stuff like that.

4 Q. Okay. And do you recall, did you ever
5 complete an errata sheet changing the
6 typographical errors?

7 A. Yes. I did in the Experian deposition.

8 Q. Okay.

9 A. I believe it was the second one.

10 Q. Okay. But, otherwise, the transcripts
11 for the Experian case were accurate?

12 A. Yes.

13 Q. Have you looked at those transcripts
14 recently?

15 A. I've reviewed all the depositions
16 recently, yes.

17 Q. Was that in preparation for your
18 deposition today?

19 A. Yes. And sometimes in general just
20 because I have to do research for other aspects
21 of other cases as well too.

22 Q. Other cases in which you are suing
23 somebody?

24 A. Yes.

25 Q. Okay. What, if anything, have you done

1 to prepare for your deposition today?

2 A. I've reviewed depositions taken by
3 Joyce in Chicago. I've reviewed my husband's
4 deposition. I've reviewed my own depositions.

5 Q. When you say that you reviewed your
6 husband's deposition, is that the deposition
7 that was taken in connection with this case?

8 A. Yes.

9 Q. Did you review his depositions from any
10 other cases?

11 A. Oh, I reviewed all of his depositions.

12 Q. I'm sorry, it wasn't a clear question.
13 In connection with preparing for your deposition
14 today, did you review Mr. Millett's depositions
15 from any case other than in this case?

16 A. Well, I've reviewed them, yes, and I've
17 reviewed them recently.

18 Q. Okay.

19 A. But it wasn't directly in relation to,
20 oh, I was prepping for the deposition today. I
21 reviewed them weeks prior.

22 Q. I understand. Aside from looking at
23 the depositions that you just described, did you
24 do anything else to prepare for your deposition
25 today?

1 A. Like what? I mean, I've done -- been
2 researching on the cases. I mean, I'm into
3 documents all the time. So, I mean, it wasn't
4 specifically to prepare for this deposition, but
5 it may have been to answer other questions for
6 my legal representation.

7 Q. You say you're in the documents all the
8 time, what documents are you referring to?

9 A. The documents related to all my cases.

10 Q. But you didn't do that in preparation
11 for your deposition today, you just did it
12 generally?

13 A. Yeah, right. It wasn't done directly,
14 oh, I need to go home and study and prepare for
15 this deposition. It was I needed to answer some
16 specific questions, so you go out there and
17 review documents.

18 Q. Specific questions that your counsel
19 had?

20 A. Right.

21 Q. Did you meet with anybody prior to your
22 deposition today in connection with your
23 deposition?

24 MS. YEAGER: Objection to the
25 extent the question calls for attorney-client

1 privileged information.

2 Q. (BY MR. O'NEIL) Yeah, I'm not -- I
3 don't want to ask you -- if you had any
4 conversations with your lawyer in connection
5 with your deposition today, I don't want to know
6 about that. I'm just asking did you meet with
7 anybody in preparing for your deposition today?

8 A. Just my lawyer.

9 Q. Okay. Did you have any conversations
10 with your husband regarding his deposition?

11 A. I'm sorry, I don't understand the
12 question.

13 Q. Well, you understand that Mr. Millett
14 was deposed in this case?

15 A. Yes.

16 Q. Okay. Did you have any conversations
17 with him before his deposition regarding the
18 fact that he would be deposed?

19 A. Well, that would go without saying
20 because we have children that we have to make
21 arrangements for and take care of, so. I would
22 have to know, A, he was going to be deposed,
23 when he was going to be deposed and so somebody
24 could make arrangements to go and pick up the
25 kids at day care.

1 Q. Okay. So you had some conversations
2 regarding logistics?

3 A. Uh-huh.

4 Q. Putting those aside, did you have any
5 conversations regarding the substance of his
6 deposition?

7 A. I mean, other than when I handed him
8 his interrogatories, which I printed off the
9 computer.

10 Q. So, prior to his deposition, you gave
11 him the interrogatory responses that he signed?

12 A. Yes.

13 Q. Do you recall that he testified in his
14 deposition that he couldn't get a copy of those
15 interrogatory answers before his deposition?

16 A. I'm sorry?

17 Q. Do you recall in his deposition he
18 testified that he asked for, but could not get a
19 copy of those interrogatory answers prior to his
20 deposition?

21 A. Because they were on the computer. He
22 doesn't have the physical paper copy. We have
23 the electronic copy.

24 Q. Well, I thought you told me that you
25 gave him the interrogatory answers before his

1 deposition?

2 A. I brought them up on the computer for
3 him, but he doesn't have a physical paper copy.
4 Because the printer is malfunctioning at this
5 point.

6 Q. Did he, to your knowledge, did he
7 review those interrogatory answers prior to
8 giving his deposition?

9 A. I don't know if he did or he didn't. I
10 mean, I left the office, I pulled them up, and
11 what he did or didn't do, I don't know.

12 Q. Did you have any conversations with
13 your husband prior to his deposition in this
14 case regarding the kinds of questions that might
15 be asked in the deposition?

16 A. No. We talked about the case in
17 general, status of filings, you know, what
18 claims are still pending and whatnot, because
19 the case has changed on a regular basis in terms
20 of what motions are filed and what's going on.

21 Q. Did you ever explain to him prior to
22 his deposition that he was suing a company
23 called TrueLink?

24 A. It may have been brought up.

25 Q. Well, I understand it may have been,

1 what I'm asking you is do you recall having a
2 conversation with him?

3 A. Not -- not specifically like you
4 mentioned, no.

5 Q. Do you recall when you were read his
6 deposition that he didn't even realize that he
7 had sued a company called TrueLink?

8 A. Yes.

9 Q. And I guess that didn't surprise you
10 because you never explained that to him, did
11 you?

12 A. I'm sorry?

13 Q. I guess that did not surprise you that
14 he testified that way because you don't ever
15 recall explaining that to him, right?

16 A. No, I don't recall explaining that to
17 him. However, TransUnion and TrueLink -- I
18 mean, when we filed our original suit, the
19 original suit was filed against TransUnion and,
20 you know, to be quite frank with you, until
21 somebody corrected us, I didn't even know there
22 was a company called TrueLink.

23 Q. Well, you sued TransUnion initially for
24 breach of contract, right?

25 A. I believe so, yes.

1 Q. Did you ever look at the contract that
2 you were suing on?

3 A. Yes.

4 Q. Okay. And do you recall that it said
5 the contract was with TrueLink and not
6 TransUnion?

7 A. I don't necessarily recall that as
8 being specific verbiage in there, but, you know,
9 it's a pretty long contract. And the website
10 says "brought to you by TransUnion," so I
11 mean...

12 Q. Did you have any conversations -- well,
13 aside from the logistics of picking up the
14 children and saying -- and telling him that you
15 pulled up the interrogatory responses on the
16 computer, did you have any other conversations
17 with Mr. Millett prior to his deposition
18 regarding his deposition?

19 A. Not really. I mean, we talk about the
20 cases all the time, so I mean there are little
21 factoids or things that need to be discussed or
22 conveyed that those discussions are ongoing in
23 our house and have been for the last three
24 years.

25 Q. And in those conversations, is that

1 when you're bringing him up to speed on what's
2 going on in the various cases that you've
3 brought?

4 A. Yes.

5 Q. Okay. What kind of information do you
6 share with him in that regard?

7 A. Just about everything. He and I are a
8 team, we work very well together. We discuss
9 everything.

10 Q. Well, but you never told him that you
11 sued TrueLink, right?

12 A. Well, I didn't know I sued TrueLink
13 originally because I sued TransUnion.

14 Q. When did you first learn that you sued
15 TrueLink?

16 A. When the lawsuit pleadings were changed
17 to reflect TrueLink as a party and TransUnion
18 was settled.

19 Q. So, you got a pleading from your
20 lawyers, and that's the first time you learned
21 that you had sued TrueLink?

22 MS. YEAGER: Objection.
23 Misstates the testimony.

24 A. Well, to the extent that I shouldn't be
25 discussing anything that my lawyers had, I'm

1 sure that my lawyers contacted me either in
2 writing or by telephone prior to that point and
3 communicated that fact before the pleadings were
4 released. I do review all the pleadings before
5 they are sent up.

6 Q. (BY MR. O'NEIL) You said that you had
7 settled with TransUnion; is that right?

8 A. Yes.

9 Q. Did you sign a settlement agreement
10 with them?

11 A. I don't recall if there was a
12 settlement agreement or not, but there were
13 discussions held with Amanda, the lead counsel
14 from TransUnion.

15 Q. And as part of those discussions, you
16 or your lawyers decided to dismiss the case
17 against TransUnion, right?

18 A. I believe she was the one who
19 originally conveyed that we were supposed to be
20 suing TrueLink. I believe there was a meeting
21 held to that effect.

22 Q. "She" meaning Amanda?

23 A. Uh-huh.

24 Q. And Amanda was counsel for TransUnion,
25 right?

1 A. Yes, ma'am (sic).

2 Q. And at some point in time, was it your
3 decision to dismiss the case against TransUnion
4 and sue TrueLink?

5 A. I believe that the attorneys made the
6 decision that that was where those claims
7 belonged, so that would be some kind of legal
8 determination. I mean, if you want to get into
9 navigating what corporation you need to be suing
10 for what claims and who is responsible for those
11 claims, that's a legal determination I don't
12 think I'm qualified to make.

13 Q. To your knowledge, did you receive
14 anything from TransUnion in exchange for and
15 agreeing to drop the lawsuit against TransUnion?

16 A. What do you mean by that?

17 MR. O'NEIL: Could you please
18 read the question back for Mrs. Millett?

19 (Whereupon, the requested portion
20 of the record was read by the reporter.)

21 A. I think TransUnion was supposed to
22 provide for us quarterly monitoring of their
23 databases to determine if another individual was
24 using Steve Millett's Social Security number. I
25 believe that they had assigned a specific person

1 to handle some of those issues. And, for
2 example, produce credit reports if needed or
3 that kind of thing.

4 Q. (BY MR. O'NEIL) But have you ever seen
5 a piece of paper that reflects that agreement?

6 A. I probably -- if one exists, I've
7 probably seen it, but I don't recall it as I'm
8 sitting here today.

9 Q. Did you receive anything else in
10 connection with the decision to drop the lawsuit
11 against TransUnion?

12 A. Not to my knowledge.

13 Q. To your knowledge, has TransUnion done
14 what you think it agreed to do in terms of
15 providing you with information?

16 A. Not always, no.

17 Q. Have you requested that they live up to
18 their agreement?

19 A. I believe since Amanda left, they're in
20 search of the new person who was supposed to
21 replace them to provide that information, so I'm
22 not quite sure where we are with that.

23 Q. You said earlier that you often review
24 the documents for these cases, do you recall
25 that?

1 A. Yes.

2 Q. Are these documents physically at your
3 home?

4 A. Well, no, documents are -- sometimes
5 documents are e-mailed to me as PDFs, and I keep
6 a lot of them in electronic format. I have
7 documents that have been produced on CD for me
8 that I have that I can review. I have paper
9 copies in some cases of existing documents that
10 I have for specific reasons or to investigate
11 certain aspects, like in connection with my
12 banking records or whatever.

13 Q. And, of course, TrueLink and other
14 defendants you have sued have produced documents
15 to your lawyers in the lawsuits, right?

16 A. Yes.

17 Q. And you've reviewed those, right, or
18 some of those at least?

19 A. I've reviewed as many of those as is
20 physically possible to do so.

21 Q. Directing your attention to the
22 documents that originated from your files --

23 A. Yes.

24 Q. -- that relate to all the lawsuits.

25 A. Uh-huh.

1 Q. And I understand some of them are
2 electronic and not in paper form; is that right?

3 A. What do you mean?

4 Q. Okay. The documents that originated
5 from you and your husband's files that are
6 relevant to all the lawsuits that you've
7 brought, do you have those all in hard copy?

8 A. All of those documents have been turned
9 over to my lawyer, every last one of them.

10 Q. So you don't have possession of those?

11 A. No.

12 Q. So, how do you review those documents
13 when you want to review them?

14 A. I have a burned copy that was produced
15 by a document management company that was
16 produced on CD.

17 Q. Okay. So, you have those
18 electronically?

19 A. Yes.

20 Q. Okay. Do you have any understanding as
21 to what would be the volume of those documents
22 if they were printed out?

23 A. No, I have no understanding.

24 Q. Okay. So, you don't know if it would
25 be a half a box or 12 boxes; is that your

1 testimony?

2 A. Well, when I started this case with the
3 identity -- when the identity theft started, at
4 one point in time, yeah, I had boxes and boxes
5 of stuff. And as of this point in time, because
6 I have copies of just about every legal pleading
7 that's been filed in this case, I have probably
8 12 totes in my dining room. So those are in my
9 documents, yeah.

10 Q. Okay. So, you do -- so some of the
11 documents that were produced by the defendants
12 you actually have a hard copy?

13 A. Some of them.

14 Q. Okay. Again, directing your attention
15 to the documents that originated from your
16 files?

17 A. Uh-huh.

18 Q. What would be the volume of those
19 documents?

20 A. Well, a lot of the documents that were
21 produced in this case also deal with our general
22 life, things like the trust agreements and
23 financial banking records. So, I mean, if you
24 wanted to talk about the volume of all of the
25 Link documents that my husband and I possess,

1 financial or otherwise, I mean, you're probably
2 talking 15 or 20 boxes.

3 Q. And do you believe those have all been
4 produced to TrueLink?

5 A. They're not all relevant to this case.

6 Q. Okay. Well, let me go back to what I'm
7 asking about. Do you think trust documents have
8 you been produced in this case?

9 A. I don't think so, no.

10 Q. Okay.

11 A. But I don't know.

12 Q. Do you have any idea what documents
13 have been produced from your files to TrueLink
14 in this case?

15 A. I believe that the documents that have
16 been produced in this case for TrueLink were the
17 same documents that were produced in the
18 Experian case and the Equifax case and the Ford
19 Motor case and the Bank of America case and the
20 CSC case and the -- I don't know if we produced
21 any documents in Fair Isaac, I don't remember
22 that if we did or not.

23 Q. And those documents that you believe
24 have been produced in this case --

25 A. Uh-huh.

1 Q. -- what's the volume of those
2 documents?

3 A. I don't know. I think they're two CDs
4 maybe, I don't know. I don't know what the
5 volume of those are all packaged up.

6 Q. Do you know of any reason why you
7 couldn't give complete and accurate testimony
8 today?

9 A. No.

10 Q. You reviewed the -- did you --
11 Ms. Yeager took the depositions of three
12 individuals at TrueLink.

13 A. Uh-huh.

14 Q. Did you review all three of those
15 depositions?

16 A. I've only briefed skimmed those at this
17 point.

18 Q. Okay. In skimming them, did you -- did
19 anything jump out at you as being particularly
20 significant in terms of whether or not your
21 claims will succeed or fail?

22 MS. YEAGER: Objection. Vague.
23 Compound.

24 A. I'm sorry, I don't understand the
25 question.

1 Q. (BY MR. O'NEIL) Okay, I'll rephrase it.

2 When you were skimming the deposition
3 transcripts, did you learn of any fact or see
4 any testimony that you thought might be
5 particularly relevant to whether or not your
6 claims are going to succeed or fail?

7 MS. YEAGER: Objection. Vague.
8 You can answer.

9 A. I don't know, but I haven't completely
10 reviewed everything word for word, so I couldn't
11 even answer that at this point.

12 Q. (BY MR. O'NEIL) But based upon whatever
13 skimming you did, nothing jumped out at you in
14 that regard as being significant; is that right?

15 MS. YEAGER: Objection.
16 Misstates her testimony.

17 MR. O'NEIL: Could you please let
18 me finish my question before you object?

19 Q. (BY MR. O'NEIL) Did you get my
20 question?

21 MR. O'NEIL: Can the court
22 reporter please read my question back to me?

23 (Whereupon, the requested portion
24 of the record was read by the reporter.)

25 A. Yes, that is correct. However, the

1 amount of skimming I did was minimal.

2 Q. (BY MR. O'NEIL) Have you ever been
3 named as a defendant in a civil lawsuit?

4 A. Not to my knowledge.

5 Q. Okay. Have you ever had criminal
6 charges brought against you?

7 A. I'm sorry?

8 Q. Have you ever had criminal charges
9 brought against you?

10 MS. YEAGER: Objection.
11 Relevance.

12 A. I've not been convicted of any crimes,
13 no.

14 Q. (BY MR. O'NEIL) Okay. Have you ever
15 had criminal charges brought against you though?

16 A. I don't understand what you mean.

17 Q. Have you ever been accused of a crime?

18 A. Not like that, no.

19 Q. Not like what?

20 A. I mean, not like I've been charged and
21 gone through that whole process, no.

22 Q. Have you been accused of something
23 short of that process?

24 A. Well, I mean, you know, have you ever
25 not paid a parking ticket and then, you know, if

1 you forget to pay the parking ticket, they issue
2 a warrant for your arrest, and then they come
3 and arrest you because you didn't pay the
4 parking ticket, so.

5 Q. Have you ever had that happened to you?

6 A. Sure.

7 Q. Okay. On more than one occasion?

8 A. No. Just one occasion.

9 Q. Aside from that instance, were there
10 any other instances where the police came to
11 arrest you?

12 A. No.

13 Q. Have you ever had anybody else accuse
14 you of criminal conduct?

15 A. No.

16 Q. Have you ever filed a criminal
17 complaint?

18 A. A criminal complaint?

19 Q. Yes.

20 A. On two occasions.

21 Q. And what occasions are those, ma'am?

22 A. The Abundio Perez identity theft case,
23 we went and filed a criminal complaint with the
24 Kansas Police Department. And then on one
25 occasion in 1989, I was almost the victim of a

1 sexual assault.

2 Q. Okay. Now, you have brought a number
3 of lawsuits against defendants, right?

4 A. Yes. There are seven in total I
5 believe at this -- that are -- have been -- are
6 either in process or have been dismissed or
7 settled or resolved.

8 Q. You knew what my next question was
9 going to be. Can you -- so there's been seven
10 defendants that you have sued to your knowledge?

11 A. Yes.

12 Q. Okay. Can you tell me who those
13 defendants are?

14 A. Fair Isaac, CSC, Bank of America, Ford
15 Motor which later became Ford Motor Credit,
16 Experian, Equifax, TransUnion which later became
17 TrueLink, and I guess according to my
18 interrogatories will become TU Interactive here
19 shortly I guess. I think I've got them all now.
20 Unless we want to talk about that it went from
21 Equifax to EIS or ECS or whoever that migrated
22 into.

23 Q. I understand. And you retained lawyers
24 to represent you in those lawsuits, right?

25 A. I retained lawyers originally to

1 conduct an identity theft investigation.

2 Q. And who did you retain at that point?

3 A. That was when we retained Adler in
4 2003, and that wasn't until March I believe.

5 Q. And how much did you pay Mr. Adler for
6 his services?

7 A. I believe it was approximately \$2,000.

8 Q. And what did Mr. Adler do for you?

9 A. Mr. Adler was specifically retained to
10 write letters to the credit bureaus, Bank of
11 America and Ford Motor Credit so that they would
12 appear to come from the law offices of. Because
13 I was not getting any response out of any of the
14 three credit bureaus, Ford Motor or Bank of
15 America, on our identity theft issues. And I
16 felt that at this point in time I needed to
17 start documenting the fact that no one would
18 help me and no one work on any of our issues.

19 Q. Did Mr. Adler ever correspond with the
20 defendants that you had later sued?

21 A. He corresponded with all of the
22 defendants that we later sued, with the
23 exception of I believe Fair Isaac, which was the
24 credit scoring piece. And I believe that Adler
25 did not correspond directly with TrueLink. I

1 think he was talking or communicating with
2 TransUnion and Experian and Equifax. And the
3 same thing would hold true with like Equifax
4 with EIS versus ECS, or Experian which is now
5 consumerinfo.com.

6 Q. Uh-huh. Were you satisfied with
7 Mr. Adler's services?

8 A. Well, at the time, yes, I sure was.

9 Q. Are you satisfied today?

10 A. I'm satisfied with the services that he
11 has provided, the services that he was
12 contracted to provide.

13 Q. At some point, did you decide that you
14 were going to start suing companies?

15 A. I'm sorry?

16 Q. Well, did there come a point in time
17 when you decided that you were going to start
18 suing companies?

19 A. Yeah, that would be late 2003.

20 Q. Okay. And why did you decide to sue
21 companies at that point?

22 A. Because we had no other choice. There
23 was no way we were going to get our lives back
24 unless we started suing people because nobody
25 was listening.

1 When you write repeated letters and you
2 make repeated phone calls, and then your lawyer
3 makes repeated letters -- writes repeated
4 letters, makes repeated phone calls, and then a
5 second sets of lawyers starts making and writing
6 letters and making repeated phone calls and
7 nobody wants to fix your problem and your life
8 is being adversely impacted, you get to the
9 point where you are backed in the corner and you
10 are left with no alternative but to avail
11 yourself of the system of government we have
12 here in the United States.

13 Q. So, in late 2003, what was your
14 complaint with TransUnion that lead you to sue
15 them?

16 A. Well, because at that point in time I
17 believed that the product that we had purchased
18 was being produced by TransUnion.

19 Q. And what product is that, ma'am?

20 A. That would be the True Credit product.

21 Q. Well, is that the credit monitoring
22 product?

23 A. Yes, True Credit is the credit
24 monitoring product brought to you by TransUnion.

25 Q. Did you have complaints about any other

1 products brought to you by TransUnion in late
2 2003, other than the credit monitoring product?

3 A. Well, I mean, I think the credit
4 reports are bad too, but.

5 Q. By the end of 2003, have you -- did you
6 ever advise TransUnion that you were
7 dissatisfied with the products that they had
8 sold you?

9 A. I believe my lawyers had had numerous
10 conversations over the course of 2003 that they
11 were dissatisfied with TransUnion's product as
12 far as their data. I mean, because you have to
13 remember this case originally started as an
14 identity theft case. So, you need to be very
15 specific as to whether you're talking about
16 TransUnion's data issues, which are data issues
17 at the credit bureau, and issues with the credit
18 monitoring or I'm not going to be able to keep
19 them straight.

20 So if you could, if you have any
21 additional information about how you want that
22 question answered, you're going to have to let
23 me know which way you want me to answer that
24 question specifically. Because there are two
25 facets to that, and it's very complex.

1 Q. Okay. Well, you told me that you were
2 dissatisfied with the credit monitoring product
3 and the credit reports that TransUnion had told
4 sold you as of late 2003, right?

5 A. Well, some of the TransUnion credit
6 reports I think were sold prior to late 2003,
7 but yeah.

8 Q. Yeah. But as of late 2003, you were
9 dissatisfied with the credit monitoring and
10 credit report products that TransUnion sold you?

11 A. Yes.

12 Q. To your knowledge, has any of your
13 lawyers ever written to TransUnion and advised
14 them prior to late 2003 that you were
15 dissatisfied?

16 A. I believe -- I mean, I'm not following
17 how you -- what you want from that question, so
18 I don't understand the question as you said.

19 Q. Okay. Well, I'll repeat it again.
20 Late 2003, you're unhappy with TransUnion's
21 credit monitoring products and credit report
22 products, right?

23 A. Right.

24 Q. In late 2003, you decide that you're
25 going to sue TransUnion because of that

1 dissatisfaction, right?

2 A. Yes.

3 Q. Okay. By the end of 2003, had anybody
4 -- well, strike that.

5 Had your lawyers advised TransUnion of
6 your dissatisfaction with those two products?

7 A. I don't know. I can't recall as I sit
8 here. I mean...

9 Q. Did you ever advise TransUnion by the
10 end of 2003 that you were unhappy with the
11 products they had sold to you?

12 A. Once I had retained legal counsel, all
13 communication with the defendants has gone
14 through them, so.

15 Q. So is that --

16 A. I haven't communicated directly myself
17 with TransUnion since August of 2003.

18 Q. So, to your knowledge, by the end of
19 2003, nobody had communicated on your behalf
20 with TransUnion advising of your dissatisfaction
21 with the products, correct?

22 A. No. I wouldn't characterize that,
23 because that's not what I said.

24 Q. How was that wrong?

25 A. It's wrong because you're making a

1 definitive statement saying that no -- that I'm
2 going to tell you that no one communicated, I
3 cannot say that sitting here, I do not know.

4 Q. You don't have any information that you
5 could swear to under oath to suggest that that
6 statement was wrong, right?

7 A. I don't have any statement that I would
8 swear to under oath that would say that the
9 statement was correct either.

10 Q. Okay. As you sit here today, are you
11 aware of any communication made to TransUnion on
12 your behalf by the end of 2003 expressing your
13 dissatisfaction with the products that
14 TransUnion sold you?

15 MS. YEAGER: Objection. Asked
16 and answered.

17 A. I can't tell you every e-mail that my
18 lawyers communicated with TransUnion or every
19 phone conversation my lawyers had with
20 TransUnion or the contents thereof. So I can't
21 answer that question one way or the other.

22 Q. (BY MR. O'NEIL) You don't know; is that
23 right?

24 A. I don't --

25 MS. YEAGER: Objection.

1 Misstates her testimony.

2 MR. O'NEIL: She's looking at
3 you, she's puzzled by that objection I think.

4 A. No, I'm not puzzled. I'm just waiting
5 to see if she was going to say anything else
6 before I would continue speaking.

7 No, I don't know specifically what the
8 lawyers said or didn't say.

9 Q. (BY MR. O'NEIL) Do you have any idea as
10 to whether or not your lawyers produced any such
11 communication to TrueLink in this case?

12 A. I don't know. But I do know that I
13 have seen letters that are required under
14 various consumer remedies acts, whether it's
15 California or I mean whatever case is it's been
16 in that have been produced to various
17 defendants, so. To categorize it and say it's
18 specifically TrueLink at this point, I can't
19 say.

20 Q. So, when did you -- what lawyers or
21 lawyer did you retain to represent you in the
22 lawsuits that you have filed?

23 A. Bryson Cloon is retained, Joyce Yeager,
24 Barry Grissom, Michael Blanton, I believe
25 Mr. Curtin is the local counsel in Delaware.

1 There are additional lawyers on other cases also
2 that are local counsels in their jurisdictions.

3 Q. Is it fair to say that it was the four
4 lawyers that you hired who retained the local
5 counsel?

6 A. Yes, that would be a fair statement.

7 Q. The four lawyers that you mentioned,
8 and if you don't mind I'm just going to use
9 first names, Bryson, Joyce, Michael and Barry,
10 did you retain each of them?

11 A. No.

12 Q. Who did you retain?

13 A. I obtained Barry Grissom.

14 Q. Okay. And then Mr. Grissom associated
15 with the other three lawyers; is that correct?

16 A. Yes, that is correct.

17 Q. When did you retain Mr. Grissom?

18 A. I retained Mr. Grissom probably a month
19 after Adler had exhausted his retainer.

20 Q. And when was that, ma'am?

21 A. It was late August, or somewhere
22 thereabouts.

23 Q. By the end of 2003, had you ever
24 thought about suing Mr. Perez?

25 A. I've thought about suing Mr. Perez, the

1 question is you don't know who Mr. Perez is.

2 Q. Uh-huh. So, as I think you mentioned
3 before, you know, your lawsuits involve a number
4 of things, one of them is dissatisfaction with
5 the defendants' products, you know, when it
6 comes to Experian, TrueLink, and Equifax, right?

7 A. I'm sorry, can you please reread the
8 question?

9 Q. I'll withdraw it. You mention identity
10 theft, do you remember?

11 A. Yes.

12 Q. Okay. And that's kind of what prompted
13 your investigation, your purchase of products
14 and then the lawsuits, right?

15 A. Well, we had identity theft, yes.

16 Q. And to be more specific, what you were
17 referring to there is that somebody apparently
18 named "Mr. Perez" was using your husband's
19 Social Security number, right?

20 A. Yes.

21 Q. Okay. Have you ever been a victim of
22 identity theft?

23 A. I have been a victim of data breaches,
24 but I don't necessarily know that my particular
25 identity has been stolen. But, you know, given

1 the information or the data that's available to
2 us, I'm not sure that I ever would really know.

3 Q. What's the status of the lawsuit that
4 you filed against Fair Isaac?

5 A. That lawsuit was dismissed.

6 Q. Was it dismissed -- voluntarily
7 dismissed by you or dismissed by the court?

8 A. Well, they and us agreed that we were
9 going to dismiss the lawsuit, and the remainder
10 of the information contained I believe under the
11 Fair Isaac is confidential.

12 Q. Okay. Did Fair Isaac agree to give you
13 something in return for your agreement to
14 dismiss the lawsuit?

15 A. That would be a fair assertion, yes.

16 Q. Okay. And what did they agree to give
17 you?

18 A. I can't disclose that, because I
19 believe it's covered by a confidentiality
20 agreement.

21 Q. Let's have your lawyer make the
22 objections.

23 MS. YEAGER: If she's
24 contractually bound, she is going to identify
25 her contractual obligation not to discuss it.

1 MR. O'NEIL: I don't know that
2 what means.

3 MS. YEAGER: If she's
4 contractually bound --

5 MR. O'NEIL: But I don't know if
6 she's contractually bound.

7 Q. (BY MR. O'NEIL) Is it your
8 understanding -- did you sign an agreement with
9 Fair Isaac?

10 A. It's, well, it's my understanding that
11 in all the cases that have been settled, there
12 is some form of agreement that has been signed
13 and most -- and all of them contain
14 confidentiality agreements.

15 Q. Where did you get that understanding?

16 A. Because I've read everything that I've
17 had to sign.

18 Q. Okay. Did you ever sign an agreement,
19 a settlement agreement, with Fair Isaac?

20 A. I believe so or the case wouldn't be
21 settled.

22 Q. Well, that's not necessarily true, but.
23 As you sit here today under oath, do you recall
24 ever signing a settlement agreement with Fair
25 Isaac?

1 A. I don't specifically recall it, but I
2 believe that that is the case, yes.

3 Q. Do you recall ever reviewing a draft
4 settlement agreement with Fair Isaac?

5 A. I don't recall it, no, not as I sit
6 here.

7 Q. Okay. So, you don't know as I sit here
8 whether or not there's a confidentiality
9 provision in there; isn't that correct?

10 A. If there is an agreement, it has a
11 confidentiality provision.

12 Q. But how do you know that?

13 A. Because there has not been a single
14 contract that I have signed for any of my
15 settlements that did not contain a
16 confidentiality provision.

17 Q. Is that something that you always
18 insisted upon?

19 A. No, it's something that they usually
20 insist upon.

21 Q. But as you sit here now, you don't
22 know, A, if you signed an agreement or whether
23 or not it has specific confidentiality language
24 in it; is that right?

25 A. That would be correct.

1 Q. So, what did Fair Isaac agree -- you
2 know, strike that.

3 Do you know what Fair Isaac agreed to
4 do in exchange for your dismissal of the
5 lawsuit?

6 A. Yes, I do.

7 Q. Okay. What did they agree?

8 A. I'm not sure if I can answer that or
9 not.

10 Q. Why not?

11 A. Well, because if it is covered by a
12 confidentiality agreement, I'm not supposed to
13 answer it. And since I can't recall
14 specifically whether it is or is not, I am not
15 going to answer it until I know for sure that
16 I'm not going to be violating some contractual
17 provision that I've already agreed to.

18 Q. Well, you're aware that TrueLink has
19 asked for copies of the settlement agreements in
20 this litigation, aren't you?

21 A. Yes, I'm aware of that fact.

22 Q. And did you ever make any effort to
23 determine whether or not you could disclose
24 those agreements?

25 A. Well, I believe in some of the let's

1 just say longer running cases, I mean Fair Isaac
2 made a fairly quick exit, so you'll have to
3 forgive me because you're talking four years
4 ago. But in I know in Bank of America, CSC, I
5 know, and Ford Motor, I know in a lot of them
6 that they are all covered by confidentiality
7 provisions.

8 Q. Let's just focus on the Fair Isaac
9 agreement.

10 A. Okay.

11 Q. Did you ever make an effort to find the
12 Fair Isaac agreement and determine if in fact
13 there is a confidentiality provision?

14 A. I assume, because I have hired
15 competent legal counsel that if there was -- if
16 it was a settlement agreement that could have
17 been produced because it was not privy to a
18 confidential agreement, that it would have been
19 produced.

20 Q. That was just an assumption you made?

21 A. It's not an assumption. I mean, you
22 hire legal representation to do their job.

23 Q. And you assume they did their job?

24 A. I have no evidence to the contrary that
25 they haven't done their job.

1 Q. I'm going to ask you again, what did
2 Fair Isaac agree to give you as part of the
3 settlement?

4 MS. YEAGER: Objection. Asked
5 and answered.

6 Q. (BY MR. O'NEIL) You can answer.

7 THE WITNESS: Can I answer?

8 A. Fair Isaac agreed to produce for us a
9 deposition.

10 Q. (BY MR. O'NEIL) An employee of Fair
11 Isaac?

12 A. Yes.

13 Q. Did they produce an employee?

14 A. Yes.

15 Q. And was a deposition taken?

16 A. Yes.

17 Q. And did you ever see a transcript of
18 it?

19 A. Yes, but that's been years ago.

20 Q. Uh-huh.

21 MR. O'NEIL: Can we get a copy of
22 the settlement agreement, as well as the
23 deposition, Ms. Yeager?

24 MS. YEAGER: Let's go off the
25 record.

1 VIDEOGRAPHER: We are now going
2 off the record at 10:04 AM.

3 (Off the record.)

4 (Recess.)

5 VIDEOGRAPHER: One moment please.
6 The time is now 10:18 AM and we are back on the
7 record. You may continue.

8 Q. (BY MR. O'NEIL) Ms. Millett, off the
9 record, you had complained that TrueLink hadn't
10 produced some document that you said you needed
11 for litigation. Do you recall that?

12 A. Yes.

13 Q. And what was the document that you were
14 looking for?

15 A. I'm looking for the master TU file for
16 Steve Millett's credit file.

17 Q. And you think TrueLink has that?

18 A. No, I think its parent company,
19 TransUnion, has that.

20 Q. Okay. And you think that your lawyers
21 have asked that TrueLink produce it?

22 A. I believe the request was made in the
23 production for documents for information with
24 Steve's Social Security number on it. And to
25 the extent that TrueLink is owned by TU, the

1 parent company, I would assume that that would
2 include the information known by TransUnion for
3 Steve Millett's Social Security number.

4 Q. And why do you need that information,
5 ma'am?

6 A. Because TransUnion is not giving all of
7 its data to TrueLink like it's supposed to be
8 doing. And I believe that there are suppressed
9 accounts that are existing on the TU master
10 credit file that were never provided or produced
11 in the monitoring product, which proves that the
12 product does not work.

13 Q. Why do you believe that?

14 A. Well, because the Home Depot account is
15 listed on the TU letter that was produced in
16 April of 2003, and that account was subsequently
17 labeled -- relabeled some time in 2004 and 2005
18 by Citibank to have Steve Millett's name and
19 address on it, even though it was Abundio's
20 fraudulent account. And I have seen it on other
21 credit bureau admin reports.

22 Q. What do you mean by "admin report"?

23 A. Well, the admin report is the master
24 file held by the credit bureau for a particular
25 credit file in their database. That admin

1 report has the entire archived history of every
2 item that has either appeared, been deleted,
3 expired of the information that's contained in
4 the credit bureau.

5 Q. Aside from the Home Depot account, do
6 you think that there are other accounts that
7 TransUnion has on Mr. Millett's credit file?

8 A. It's possible. It is possible. J. C.
9 Penney's would be another one.

10 Q. Why do you believe that a J. C. Penney
11 account is on Mr. Millett's file?

12 A. Because the J. C. Penney account, J. C.
13 Penney started sending mail to our house with
14 Abundio Perez's name with our address. So, it's
15 another account in which the data at the
16 furnisher has been relabeled with my husband's
17 information and reported that way.

18 Q. Have you ever asked TransUnion for this
19 information, outside of the litigation?

20 A. I'm sorry?

21 Q. Have you ever asked TransUnion for this
22 information outside of formal document requests
23 to TrueLink?

24 A. I'm not sure how -- I'm not sure what
25 you mean by that.

1 Q. Well, you recognize -- you are well
2 aware that you can call TransUnion and ask for
3 information regarding your husband, right?

4 A. They're only going to give you a
5 consumer disclosure. They're not going to get
6 their admin file. You can only get their admin
7 file as a result of the litigation. And I don't
8 know if they call it an admin file or if they
9 call it the master file or if they call it an
10 archive report or what it's called in their
11 lingo inside their company. But they have a
12 master file which shows every piece of
13 information which has ever been stored, reported
14 or kept for Steve Millett's credit report for
15 the last ten years.

16 Q. How do you know that?

17 A. Because it's been contained on other
18 litigation out on the Pacer site that that
19 information has been produced in other cases.

20 Q. By TransUnion?

21 A. Yeah, uh-huh.

22 Q. Okay. Have you ever -- have you or
23 your husband ever requested his file disclosure
24 from TransUnion in the last several years?

25 A. Oh, sure.

1 Q. Okay. And did you receive them?

2 A. We received the consumer disclosure,
3 yes.

4 Q. Okay. And did you see any information
5 on there that was inaccurate?

6 A. In some cases, yes.

7 Q. And did you dispute that information
8 with TransUnion?

9 A. I believe it's come up with discussions
10 with TransUnion counsel when Amanda was here,
11 yes.

12 Q. So you went through counsel? You
13 didn't go to TransUnion directly to dispute it;
14 is that right?

15 A. Well, I believe Amanda was the counsel
16 for TU. And she's not outside counsel, she's
17 inside counsel, so she works for their company.
18 So, I mean, to the extent that I'm talking to
19 somebody who works directly for the company, I
20 mean, how do you want me to characterize that.

21 Q. Well, I don't think Amanda works for
22 TransUnion. But, in any event, I'm not asking
23 about the litigation. You are well aware in the
24 Fair Credit Reporting Act that credits bureaus
25 like TransUnion are required to give you file

1 disclosures and then to investigate any
2 disputes, right?

3 A. I'm well aware of that fact, yeah.

4 Q. Okay. To your knowledge, has your
5 husband or yourself ever contacted TransUnion
6 directly about any errors in the file
7 disclosures that you received?

8 A. I'm not sure if my attorneys have
9 contacted them directly about that, but I know
10 discussions have been held about that.

11 Q. Once again, ma'am, I'm not asking about
12 your attorneys. I'm asking you or your husband,
13 have you ever contacted TransUnion to dispute
14 items on his file?

15 A. When we got the TU letter in 2003 --

16 Q. Okay.

17 A. -- we called TransUnion about that.

18 Q. Have you ever informed TransUnion that
19 you believe that it is suppressing Home Depot,
20 J. C. Penney or any other accounts?

21 A. No, because those facts have only come
22 about after the litigation commenced. We didn't
23 have those facts until after we started sending
24 out the subpoenas in the Experian case.

25 Q. Okay. Well, once you had the facts,

1 did you ever contact TransUnion and say I think
2 that you're suppressing the Home Depot, J. C.
3 Penney and other accounts?

4 A. No, I did not call them about that, no.

5 Q. Okay. You said that you had sued CSC,
6 what's the status of that case, Mrs. Millett?

7 A. That case is settled.

8 Q. And did you sign a settlement agreement
9 with CSC?

10 A. Yes.

11 Q. And as part of that settlement
12 agreement, did you agree to dismiss the lawsuit
13 against CSC?

14 A. Yes.

15 Q. And what, if anything, did you get in
16 exchange for that agreement?

17 MS. YEAGER: Objection. That's
18 confidential information protected by the
19 agreement. I'm going to instruct the client not
20 to answer.

21 Q. (BY MR. O'NEIL) And will you accept
22 that instruction, ma'am?

23 A. Yes.

24 Q. Okay. And then you also said that you
25 had sued Bank of America. What's the status of

1 that lawsuit?

2 A. That lawsuit is also settled.

3 Q. Did you sign a settlement agreement
4 with Bank of America?

5 A. Oh, yes.

6 Q. And as part of that settlement, you
7 agreed to dismiss your lawsuit against Bank of
8 America, right?

9 A. Yes.

10 Q. And what, if anything, did you and your
11 husband get in exchange for the agreement to
12 dismiss your lawsuit?

13 MS. YEAGER: Objection. That is
14 part of a confidentiality agreement that was
15 contracted as part of the settlement, and I'll
16 instruct the client not to answer.

17 Q. (BY MR. O'NEIL) And you'll accept that
18 instruction, ma'am?

19 A. Yes.

20 Q. You also sued Ford Motor and then Ford
21 Motor Credit, right?

22 A. Yes.

23 Q. And did you reach a settlement
24 agreement resolving that lawsuit?

25 A. Yes, we did.

1 Q. Did you sign that settlement agreement?

2 A. Yes, I think I did.

3 Q. Okay. And what did you and/or your
4 husband get in exchange for your agreement to
5 drop the lawsuit?

6 MS. YEAGER: Objection. That is
7 protected by the agreement itself. I'll
8 instruct the client not to answer.

9 Q. (BY MR. O'NEIL) And you'll accept that
10 instruction?

11 A. Yes.

12 Q. The deposition that Fair Isaac agreed
13 to give in connection with the Ford Motor case,
14 what was -- why did you want that deposition to
15 occur as part of your settlement?

16 A. That was a Fair Credit Reporting Act
17 case. And the information related to the Fair
18 Isaac deposition was directly related to
19 furnisher data and how it impacts the scoring
20 model.

21 Q. Okay. Ultimately, the District Court
22 in the Ford Motor case ruled against your
23 claims, right?

24 A. Initially, yes. That would be correct.

25 Q. Well, did they change -- did the

1 District Court change its decision later on?

2 A. No. We achieved a settlement in
3 between that and the processing of the appeal.

4 Q. When you and your husband first had a
5 lawsuit filed on your behalf against all of the
6 defendants you sued initially, did you decide
7 who would be sued?

8 A. I'm sorry, I don't understand the
9 question.

10 Q. Okay. Do you recall that you sued
11 those seven defendants in one lawsuit here in
12 Kansas?

13 A. Yes.

14 Q. Okay. And did you participate in the
15 decision as to who would be sued and who would
16 not be sued?

17 A. Yes.

18 Q. Okay. And did your husband participate
19 in that decision?

20 A. Of course. He participates in all the
21 decisions.

22 Q. Well, he didn't participate in the
23 decision to sue TrueLink, right?

24 A. He participated in the decision to sue
25 TransUnion, which ultimately became TrueLink.

1 Q. But he didn't participate in the
2 decision to sue TrueLink, right?

3 MS. YEAGER: Objection. Asked
4 and answered.

5 A. He participated in the discussion to
6 sue TransUnion, which was later renamed to
7 TrueLink. And which I guess as a part of this
8 litigation will now be renamed to TU
9 Interactive.

10 Q. (BY MR. O'NEIL) Do you recall that
11 Mr. Millett in his deposition taken in this case
12 said that he was deferring to you in making
13 decisions involving the lawsuits?

14 A. Yes, I recalled that. Yes.

15 Q. Was that an inaccurate statement?

16 A. It not inaccurate because I'm the one
17 that usually communicates to the attorneys, but
18 that does not mean that he has no input in how
19 the decision is made.

20 Q. When you read his deposition, did you
21 see anything that he said that was inaccurate?

22 A. I'm sorry, I don't understand the
23 question.

24 Q. Okay. Well, in his deposition, I asked
25 him questions and he gave answers, right?

1 A. Yes.

2 Q. And he gave answers about a lot of
3 information that's in your possession as well,
4 right?

5 A. Yes.

6 Q. Did you disagree with any of his
7 answers?

8 A. No.

9 Q. Okay. After his deposition, did you
10 talk to him about his deposition?

11 A. Not really. Not really. I mean, we
12 discussed how did he think it went today, and he
13 said it went -- I think it went okay and, you
14 know, that was it. I'm tired, I'm going to bed,
15 so, I mean, you know.

16 Q. That was the whole extent of your
17 conversation with Mr. Millett about his
18 deposition in this case?

19 A. Paraphrasing at that point, yes.

20 Q. Okay.

21 A. On that day, yeah.

22 Q. After you had -- okay, later days, did
23 you have other conversation with him about the
24 deposition?

25 A. Yeah, he had other questions. He

1 specifically asked about the TrueLink issue, and
2 I said, well, that's because we were suing
3 TransUnion and then it got renamed to TrueLink,
4 because he didn't understand why he -- and he
5 had misplaced it, we had discussed it
6 previously.

7 Q. Did he express to you that he was a
8 little embarrassed that he didn't know facts
9 that he thought he should have known?

10 A. No, he didn't discuss that he was
11 embarrassed.

12 Q. Well, did he discuss something along
13 those lines?

14 A. No, not along those lines, no.

15 Q. Did he say that he was asked questions
16 he didn't know the answers to?

17 A. Well, he said he asked questions he was
18 -- that he was asked questions that he was
19 confused by, yeah.

20 Q. Uh-huh. Was he angry with you that he
21 only learned in a deposition that he had sued
22 TrueLink?

23 A. No, he was not angry with me.

24 Q. After you read the deposition
25 transcript, did you have any conversations with

1 him about your review of the transcript and what
2 you thought about the deposition?

3 A. I'm sorry?

4 Q. You read his transcript, right?

5 A. Right.

6 Q. After you read it, did you have any
7 conversation with your husband about the
8 transcript?

9 A. Yeah, I had some conversations with him
10 about the transcript.

11 Q. What did you tell him?

12 A. I didn't tell him anything. I just...

13 Q. Well, what did you say?

14 A. Well, I mean, they were just in
15 general, you know. Like how was this or how was
16 this phrased or how do you think about this
17 particular aspect of the deposition. I mean, I
18 don't recall all the specifics, but, I mean, we
19 had a general conversation about it.

20 Q. Did you tell him that you thought that
21 he had testified inaccurately?

22 A. No.

23 MR. O'NEIL: Okay, we have to go
24 off the record briefly to change the videotape,
25 so let's do that.

1 VIDEOGRAPHER: We are now going
2 off the record at 10:32 AM.

3 (Recess.)

4 VIDEOGRAPHER: One moment please.
5 We are now back on the record at 10:35 AM. You
6 may continue.

7 Q. (BY MR. O'NEIL) Mrs. Millett, did you
8 play a role in deciding what particular legal
9 claims would be brought against the defendants?

10 A. No.

11 Q. Did you review drafts of the complaints
12 that were filed on your behalf before they were
13 filed?

14 A. Yes.

15 Q. And did you review them for accuracy?

16 A. Yes.

17 Q. And did you make changes to any
18 complaints before they were filed?

19 A. Yeah. I believe, you know, there was a
20 review process, you make changes, you go back
21 and forth.

22 Q. And before they were filed, were you
23 confident that they were -- that the factual
24 allegations were accurate?

25 A. Yes. I was fairly confident of that.

1 Q. Okay. And there have been a number of
2 legal briefs or memorandum that have been filed
3 in all the lawsuits that you and your husband
4 have brought?

5 A. Yes.

6 Q. Okay. And have you ever reviewed
7 drafts of those legal briefs before they were
8 filed?

9 A. Yes.

10 Q. And did you ever review those briefs
11 for accuracy?

12 A. Yes.

13 Q. And did you ever make changes to those
14 briefs to make sure that they were accurate?

15 A. Yes. I've made changes.

16 Q. And in your mind, were all those briefs
17 accurate when filed?

18 A. Yes.

19 Q. And there has been a number of
20 correspondence, I'm speculating here, but I
21 suspect that there's been a number of
22 correspondence between your lawyers and the
23 lawyers for all of the defendants that you have
24 sued. My question is, do you see that
25 correspondence?

1 A. I'm not sure I see every single piece
2 of correspondence. I'm sure that you probably
3 have communicated with my lawyer information
4 about the time and set-up of this deposition
5 that may not have been shared with me. But I'm
6 sure that, you know, Joyce has contacted me and
7 said, Melody, I need you to be here on Thursday
8 at such and such time.

9 Q. Do you have an understanding as to what
10 types of correspondence between counsel you
11 would get copies of?

12 A. I generally get copies of any
13 correspondence, which is official. Like, for
14 example, if it relates to discovery disputes or
15 specific timetables, I think stuff from the
16 conferencing, timetable, whatever they call that
17 thing when you guys set up the scheduling orders
18 or whatever in the beginning.

19 Q. Uh-huh.

20 A. I've seen communication going back and
21 forth about requests for productions and
22 different stuff like that that gets shared with
23 me, yes.

24 Q. And when your lawyers are discussing
25 settlement with the defendants you have sued, do

1 you get to see copies of that correspondence?

2 A. Oh, yes, every settlement agreement or
3 every settlement offer has been conveyed, yes, I
4 believe so.

5 Q. Have you approved the terms of all the
6 settlements that you've reached with the
7 defendants you've seed?

8 A. Me and my husband have approved all the
9 terms, yes.

10 Q. Okay. And is it fair to say, I think
11 you said this earlier, but is it fair to say
12 that whenever you and your husband communicate
13 with the lawyers, that you're the one that
14 communicates to them?

15 A. Well, I believe Steve has talked with
16 the lawyers on several occasions, but
17 predominantly speaking, I communicate with the
18 lawyers. And, predominantly speaking, I
19 predominantly communicate with Joyce Yeager in
20 particular, so I don't talk to all the lawyers.

21 Q. When you first retained Mr. Grissom,
22 did you sign a contract with him?

23 A. We signed a representation agreement,
24 yes.

25 Q. Okay. And was that an agreement that

1 included the other lawyers or did it just
2 include Mr. Grissom?

3 A. Well, at that time, it was just
4 Mr. Grissom.

5 Q. But then later on did you sign another
6 agreement with the other lawyers that you had
7 retained?

8 A. No, I did not.

9 Q. Okay. So, to your knowledge, the only
10 signed agreement you had with your lawyers is
11 with Mr. Grissom; is that right?

12 A. That is correct.

13 Q. Okay. And is that agreement still in
14 effect today?

15 A. I would hope so.

16 Q. Okay. And did you sign that agreement
17 when you first retained Mr. Grissom in 2003?

18 A. Yes, sir.

19 Q. Okay. And did that agreement provide
20 that Mr. Grissom would share in a percentage of
21 whatever recovery you got in the lawsuits?

22 A. It's a contingent fee arrangement, yes.

23 Q. Okay. And what percentage of recovery
24 does Mr. Grissom get under those agreements?

25 MS. YEAGER: Objection.

1 Irrelevant.

2 A. I believe it

3 I mean, I haven't looked
4 at the agreement and I've kind of misplaced it,
5 so it's -- I mean, I could get another copy but
6 I just haven't looked at it.

7 Q. (BY MR. O'NEIL) And in connection with
8 the settlements that you've reached with a
9 number of the defendants, did Mr. Grissom share
10 in the recovery of money consistent with your
11 agreement with him?

12 MS. YEAGER: Objection. The
13 terms of the settlement agreements are
14 confidential, and I will instruct the client not
15 to answer.

16 MR. O'NEIL: I'm not asking about
17 the terms of the settlement agreement.

18 Q. (BY MR. O'NEIL) What I'm asking is, did
19 Mr. Grissom receive his percentage of money that
20 was agreed to under your engagement letter with
21 him whenever you receive money under the
22 settlement agreements?

23 MS. YEAGER: I have to object to
24 that question. There were instances in which
25 those terms of settlement were confidential, and

1 I'll instruct the client not to answer.

2 MR. O'NEIL: Well, you've already
3 produced documents that tell us how much money
4 was received in certain of those agreements, so
5 I'm not sure how you could tell her that she
6 can't say it now. I'm not even asking about the
7 terms of the settlement agreements.

8 I do know for a fact that the Milletts
9 got moneys under certain of the settlement
10 agreements, because she testified to that in the
11 Ford Motor case. And after repeated requests,
12 you finally produced that.

13 So, you can't claim -- you can't claim
14 that she's prohibited from saying that, she's
15 already testified in other litigation. But in
16 any event, that's not my question.

17 Q. (BY MR. O'NEIL) You did receive moneys
18 under certain of the agreements that you reached
19 with defendants, right?

20 A. Yes.

21 Q. Okay. And in each of those instances,
22 did Mr. Grissom get only the amount of money
23 that he was entitled to under your engagement
24 letter with him?

25 A. I'm not dissatisfied with how much

1 money he got paid or I got paid if that's what
2 you mean.

3 Q. Well, I'm glad. I'm glad, but that's
4 not my question. My question is that, when you
5 got the moneys under the settlement agreements,
6 did Mr. Grissom get his share and only his share
7 that he was entitled to under the engagement
8 letter you have with him?

9 MS. YEAGER: Objection.
10 Relevance. You may answer.

11 A. I don't understand the question,
12 because normally what happens is the check is
13 produced and then Mr. Grissom produces a check
14 for me and, you know, you get a little paper
15 that tells you how it was done. So I mean, you
16 know, I don't know.

17 Q. (BY MR. O'NEIL) So, you don't know how
18 much Mr. Grissom got? Is that what you're
19 testifying to?

20 A. No, that's not what I'm testifying to.
21 What I'm testifying to is I know what the total
22 amount is, I know what I received. To say that
23 in a particular agreement that I got -- that
24 Mr. Grissom , I
25 didn't do the math.

1 Q. Well, but you know that Mr. Grissom
2 received much more than what was agreed to under
3 that engagement letter with you in at least
4 certain of the settlement; isn't that correct?

5 MS. YEAGER: Objection. Assumes
6 facts not in evidence.

7 Q. (BY MR. O'NEIL) You can answer.

8 MS. YEAGER: Objection.
9 Relevance. You may answer.

10 THE WITNESS: Can somebody please
11 read back the question?

12 (Whereupon, the requested portion
13 of the record was read by the reporter.)

14 A. No, that will not be correct.

15 Q. (BY MR. O'NEIL) He received more than
16 the that he was supposed to get
17 under the engagement letter, right?

18 A. No. I mean, not from -- not from --
19 that's what I'm not understanding what you mean
20 by that.

21 Q. Okay, well, let me try to make it more
22 clear. You reached settlement agreements where
23 you and your husband got a certain amount of
24 money and your lawyers got a certain amount of
25 money, right?

1 A. Of course.

2 Q. And in at least some of those
3 settlements, your lawyers got more than
4 that was called for under your
5 engagement letter?

6 MS. YEAGER: Objection.
7 Relevance.

8 A. I still don't understand this question.
9 I really don't.

10 Q. (BY MR. O'NEIL) Okay, well, then I'll
11 walk -- we'll walk through it.

12 MR. O'NEIL: By the way, I'll
13 give you a standing objection on relevance to
14 all my questions. Okay?

15 Q. (BY MR. O'NEIL) As you said before,
16 under some of these agreements, the agreements
17 called for you and your husband getting a
18 certain amount of money and your lawyers getting
19 a certain amount of money, right?

20 MS. YEAGER: Objection.
21 Misstates the agreement.

22 MR. O'NEIL: She's already
23 testified to it, but if she wants to change her
24 testimony in light of your objection, she can do
25 that. I'll restate the question.

1 Q. (BY MR. O'NEIL) In at least some of the
2 agreements, the agreements called for the
3 defendant paying you and your husband a certain
4 amount of money and your lawyers getting a
5 separate sum of money; isn't that correct?

6 A. Well, I think that that's the legal fee
7 portion, but that's not -- that has nothing to
8 do with the contingency portion of the
9 agreement.

10 Q. Okay.

11 A. So that's where my confusion is coming
12 in.

13 Q. I understand. Now I understand why
14 you're confused. So, as part of some of these
15 agreements, your lawyers actually got more than
16 they would have gotten if they had just got
17 of what you had gotten, right?

18 A. Right.

19 Q. Why do you agree to that?

20 A. I'm sorry?

21 Q. Why did you agree to that arrangement?

22 A. To what arrangement?

23 Q. Where your lawyers are getting more
24 money than they would have been entitled to
25 under your contingency fee agreement?

1 A. Because some cases are different than
2 others. Some cases are pure contingency. Then
3 there's the matter of originally there was a
4 \$10,000 retainer which was paid to Mr. Grissom
5 which was used to execute certain other cases.

6 But, I mean, for me to keep track of,
7 okay, I retained a person to engage in a
8 specific course of action, which dollars were
9 applied to which cases and how and when, you
10 know, I can't keep track of all that. That's
11 their accounting issue. And I've had no issue
12 with it.

13 Q. Whose accounting issue is it?

14 A. I mean, it's not -- I mean, it's how
15 they do legal accounting. I'm not an expert on
16 how you're supposed to bill cases or do hours,
17 you know. I mean, I don't feel like anything
18 has been unfair, so.

19 Q. And the amounts of money moneys that
20 you have received under the agreements were much
21 larger when it was a class action that you
22 brought; isn't that correct?

23 A. I'm sorry?

24 Q. The amount of money that you and your
25 husband received was much larger where it was a

1 class action that was being settled as opposed
2 to the individual cases being settled; isn't
3 that correct?

4 MS. YEAGER: Objection. That
5 involves material that is protected by the
6 confidentiality provisions of the settlement
7 agreements, and I'm going to instruct the client
8 not to answer.

9 Q. (BY MR. O'NEIL) And will you accept
10 that instruction?

11 A. Yes.

12 Q. Okay. And the settlements involving
13 purported class action lawsuits gave your
14 lawyers much more money than the settlements
15 where it was individual lawsuits; isn't that
16 correct?

17 MS. YEAGER: Objection. The
18 terms of those settlement agreements are
19 confidential. There is a confidentiality
20 provision in the settlement agreements, and I'll
21 instruct the client not to answer.

22 Q. (BY MR. O'NEIL) And you will accept
23 that instruction, Mrs. Millett?

24 A. Yes.

25 Q. Is it fair to say that you took the

1 lead in investigating the misuse of your
2 husband's Social Security number?

3 A. Yes.

4 Q. Okay. Is it fair to say that you took
5 the lead in ordering file disclosures from the
6 credit bureaus for your husband?

7 A. Yes. As his agent, I ordered those
8 file disclosures.

9 Q. And were you his agent for disputing
10 information with the bureaus regarding his
11 credit file?

12 A. Yes, myself and Mr. Adler, and of
13 course his other legal counsel.

14 Q. And were you also his agent for
15 ordering products from TrueLink and Equifax and
16 Experian, right?

17 A. Yes.

18 Q. And you were also his agent in
19 answering the interrogatories that were directed
20 at him, right?

21 A. Yes.

22 Q. And that's because -- isn't that
23 because -- is one reason for that is because you
24 thought you knew the information better than
25 your husband?

1 A. Well, because I've handled many of the
2 items as on his behalf as his agent. And when
3 the interrogatories call for a specific or
4 detailed answer, that -- I need to answer that,
5 yeah.

6 Q. And are you his agent for purposes of
7 prosecuting the lawsuit against TrueLink?

8 A. I don't understand the question. He
9 and I are doing this together.

10 Q. But you're the one who's taking the
11 lead in talking to the lawyers, right?

12 A. Yes.

13 Q. And you're the one who's been
14 identified as having more information about the
15 facts relevant to this lawsuit than your
16 husband, right?

17 A. I have more facts, that would be true.

18 Q. What is it, Mrs. Millett, that you seek
19 to achieve by the lawsuit that you've filed
20 against TrueLink?

21 A. I'm sorry, I don't understand the
22 question.

23 Q. What is it that you want to achieve by
24 filing the lawsuit against TrueLink?

25 A. We want to fix the system so that

1 nobody else has to go through what we've gone
2 through.

3 Q. Any other goals that you have for the
4 lawsuit?

5 A. Yeah. I'd like for the company to be
6 honest with people about what the credit
7 monitoring actually does and does not do. And
8 to stop advertising complete identify theft
9 protection when they have no intention of
10 providing it.

11 I'd like for them to pay my attorneys
12 their attorneys fees.

13 I would like to obtain my relief under
14 the Kansas Consumer Protection Act.

15 I would like to, once again, have peace
16 of mind that someone somewhere will, you know,
17 take a look at what it is they're marketing and
18 figure out that what they're doing is not the
19 right thing, that it lacks a certain amount of
20 common sense. And that if the common person
21 knew actually what was not covered by the
22 advertising of complete identity theft
23 protection, that they -- most people would
24 choose not to purchase that product.

25 Q. Any other goals you are trying to

1 achieve by the lawsuit that you've filed against
2 TrueLink?

3 A. No, I don't think so.

4 Q. Okay. What relief under the KCPA, the
5 Kansas Consumer Protection Act, are you seeking?

6 A. I believe there's statutory relief and
7 legal fees provided under that particular
8 section.

9 Q. Do you know what statutory relief is
10 available under that statute?

11 A. I think it's about \$10,000, but I get
12 confused because I've got California Legal
13 Remedies Act and a few others running around, so
14 it gets funky. I know in this case at one time
15 the Delaware Act was in and then it was removed
16 and it's hard to follow.

17 Q. It is. I mean, your lawyers have
18 brought claims against TrueLink under Kansas
19 law, Delaware law, and California law, right?

20 A. I don't know that that would be correct
21 at this point in time.

22 Q. Well, no, at various times they've
23 brought various claims under various state laws;
24 isn't that true?

25 A. I think that was in response to

1 defendant's answers, which basically said that,
2 in this instance, Delaware law didn't cover and
3 maybe the judge agreed or didn't agree and then
4 something got changed and reinserted. So, I
5 mean, it's not entirely my lawyers' decisions.
6 In some cases, I think the court has shaped
7 which items have been put in or removed.

8 Q. Well, it's your lawyers' decisions to
9 decide what claims will be asserted, right?

10 A. Well, I think that's a decision we kind
11 of all make together. I mean, we all discuss
12 the facts of the case. And we think we're going
13 to do this and do you agree or don't you agree,
14 and then my husband and I discuss and we say,
15 okay, that's what we're going to do.

16 Q. Well, you testified earlier that it was
17 really the decision of your lawyers as to what
18 legal claims are brought. Are you now saying
19 that actually you and your husband are involved
20 in that decision making as well?

21 A. Well, what I am saying is they decide
22 how to apply our facts to whatever.

23 Q. Right. I mean, you and your husband
24 have never had a conversation about deciding
25 whether or not you're going to bring a claim

1 under California statute or Delaware statute or
2 Kansas statute, have you?

3 A. No, we don't have that kind of
4 conversation. But I'm sure my lawyer has called
5 me up and said these are your available options,
6 you know, we would recommend that you pursue
7 this option. So, then I either agree or I don't
8 agree or we agree or we don't agree and then we
9 go forward.

10 Q. Are you aware that there is a provision
11 in the contract between TrueLink and your
12 husband that says what law governs any claims
13 that might arise from that contract?

14 A. Yes, I am aware of that now, yeah.

15 Q. Okay. When did you first become aware
16 of that?

17 A. I think it was after that -- we were
18 putting a lawsuit together that that, you know,
19 it's in the fine print. I mean, that agreement
20 is how many paragraphs long, I think, you know,
21 20, 30, I don't know.

22 Q. Did you ever read that agreement?

23 A. Yeah, I skimmed it.

24 Q. Okay.

25 A. I mean, do you read every single

1 agreement that you get for every single piece of
2 software you ever install from top to bottom?

3 Q. I don't generally answer questions in a
4 deposition, but I'll tell you no. I don't. But
5 you know what, if I'm going to sue somebody on a
6 class-wide basis for it, yeah, I'm going to read
7 it.

8 MS. YEAGER: I'm going to object
9 to the --

10 Q. (BY MR. O'NEIL) Are you seeking any
11 money for you and your husband as part of this
12 settlement?

13 A. Well, I believe there would be
14 statutory relief under the Kansas Consumer
15 Protect Act, and I believe there would be the
16 matter of the contract breach and the fees paid
17 on behalf for the product that is the subject of
18 the breach.

19 Q. So, you want the money back that you
20 paid for the products that you're not satisfied
21 with; is that right?

22 A. Yes.

23 Q. Do you want all the money back?

24 A. Well, yeah. For the class, yes, of
25 course.

1 Q. Well, right now I'm just asking about
2 you, we'll get to the class. Do you know how
3 much money you've paid TrueLink over the years?

4 A. I'm sure it's in one of those documents
5 somewhere that I've seen.

6 Q. I haven't seen it, but.

7 A. I believe it was in your production,
8 it's the order management screen that's got all
9 the transactions on there.

10 Q. And do you want all -- do you want the
11 court to order that TrueLink must deliver all
12 that money back to you?

13 A. Well, I believe I've heard the legal
14 term referred to as "disengorgement," is that
15 how that works? When you make false claims and
16 entice people to buy something under false
17 pretenses, that you don't have the right to keep
18 the money that you've made as a result of those
19 false assertions, is that how that works? I
20 think.

21 Q. Is it your understanding that you
22 brought a claim for disgorgment against
23 TrueLink?

24 A. It's my understanding that the class
25 will get some kind of relief for the products

1 that they purchased that did not work. Now, how
2 much relief that is or is not is a determination
3 for the court to make or as a result of any
4 class action settlement, should there be one.

5 Q. Well, you would agree that there's some
6 value to the products that you've purchased from
7 TrueLink, right?

8 A. Well, I mean, the value that exists for
9 the product only exists in the fact that you're
10 viewing your consumer disclosure online. That,
11 you know, there's a convenience value in that
12 aspect of it. But it does not perform as it's
13 advertised to perform in the fact that it does
14 not provide complete protection from identify
15 theft. It doesn't even provide basic protection
16 from identity theft.

17 Q. Have you canceled the subscription that
18 Mr. Millett has with TrueLink for credit
19 monitoring?

20 A. I believe so. It's been canceled now.

21 Q. Okay. And when did you cancel it?

22 A. I believe it was allowed to expire and
23 lapse, and the credit card that's in there was
24 expired and so you -- they have not been able to
25 place a new charge. So, I believe it lapsed in

1 and of its own accord. It's not like I called
2 somebody to cancel it.

3 Q. So, when did that occur?

4 A. I think the last charge was in November
5 of 2006 and there hasn't been one since.

6 Q. Why didn't you make effort to give a
7 new credit card so you can continue the credit
8 monitoring service?

9 A. Because there's no purpose in it.

10 Q. When did you come to the conclusion
11 that there was no purpose in purchasing the
12 credit monitoring service from TrueLink?

13 A. Well, I mean, it's been some time over
14 the course of the litigation. But, I mean, now
15 that I know that it really doesn't even cover
16 for anything, then there was just no point in
17 it, so I've discontinued it.

18 Q. And when did you learn that?

19 A. Like I said, that's been a evolving
20 process as new evidence has arised in this case
21 as we've gone along. But, I mean, there have
22 been little things. But, I mean, getting the
23 information, for example, that the -- that the
24 -- I'm drawing a blank here for a moment -- that
25 the Home Depot account had been relabeled and

1 that that information was still not presenting
2 in the product. The fact that we had had false
3 alert triggers on and off throughout 2005, I
4 believe was the year that those were occurring
5 in. That it serves no purpose, so I just
6 discontinued it.

7 Q. Prior to November of 2006, you
8 discontinued it?

9 A. No. I didn't renew -- the last charge
10 was in November of 2006, and I've not placed a
11 new credit card in there.

12 Q. Was November 2006 when you came to the
13 conclusion that there was no purpose for
14 purchasing the credit monitoring service?

15 A. No. It was when I made the conscious
16 decision to go in there and end it. TrueLink's
17 monitoring service is a negative opt-in. You
18 must specifically opt out or the subscription
19 continues automatically through no interference
20 or whatever of your own.

21 Q. Did you ever cancel it affirmatively?

22 A. What do you mean affirmatively?

23 Q. Meaning what you just said, that you
24 called TrueLink and said cancel it?

25 A. I already answered that, and I said no.

1 I allowed the subscription to lapse by not
2 giving them a new credit card number with the
3 correct expiration date.

4 Q. Because you told the "New York Times"
5 reporter that there was some value to credit
6 monitoring, right?

7 A. I told the "New York Times" reporter
8 that it was the best tool available, but it was
9 not as advertised.

10 Q. Right. And that you had continued to
11 purchase the product, right?

12 A. Well, you still have to be able to look
13 at your credit report, sir.

14 Q. Okay. So, when you had the
15 conversation with the reporter for the "New York
16 Times", you still thought that there was value
17 in the credit monitoring service, right?

18 A. Not the monitoring service. There is
19 value in having access to your credit report on
20 an ongoing basis, especially when you already
21 know you're a victim of identity theft.
22 However, it is not complete identity theft
23 protection as is advertised.

24 Q. Is that what TrueLink advertises?

25 A. I believe that's what was on their

1 product advertisement, complete protection from
2 identity theft.

3 Q. Do you want all the money that you ever
4 paid TrueLink back?

5 A. Well, at this point in time, I'd settle
6 for the money for the product, because that's a
7 class-wide basis. But, technically on an
8 individual basis, they probably should reimburse
9 me for all the credit reports they made me
10 purchase by receiving blank alerts, but. You
11 know, for the betterment of the class, I'm
12 willing to forgo that if I have to.

13 Q. You're concerned about the class?

14 A. Oh, yes, I'm concerned about the class.

15 Q. What do you want to get for the class?
16 All those things that you described before?

17 A. You know, I want the company to
18 disclose to people up front in big letters when
19 they purchase this product that, you know, you
20 are not going to see everything for your Social
21 Security number, you are never going to see it,
22 and that we are legally going to sell credit
23 reports from our parent company for individuals
24 who are using your Social Security number
25 incorrectly.

1 I mean, really and truly. I mean, that
2 we are going to pick and choose which
3 information we're going to display to you in
4 your reports. And that if we, our parent
5 company, has made the decision to suppress that
6 information and keep it from you, that it will
7 not be displayed and you will not be made
8 notified of it.

9 That we may have more than one person
10 who has subscribed to credit monitoring using
11 your personal identifier, like your Social
12 Security number.

13 I mean, these are things that could
14 have been disclosed up front in advance that
15 were hidden behind deceptive marketing and
16 advertising that prey on people's fears and
17 weaknesses and assumptions about what credit
18 bureaus do and don't do in their business model.

19 I mean, do you know that the -- most of
20 the people that I've talked to are very confused
21 when I tell them that there's allowed to be sold
22 multiple credit reports with the Social Security
23 number. They don't believe that that can
24 happen.

25 Q. If TrueLink agreed to do what you just

1 described, would that satisfy you?

2 A. I'm sorry?

3 Q. If TrueLink agreed to make the
4 disclosures that you just described, would that
5 satisfy you?

6 A. It would go a long way towards
7 improving things, but that doesn't change the
8 fact that the people who have already purchased
9 the product have purchased the product that --
10 under the assertion by TrueLink that this was
11 going to be complete identity theft protection.

12 Q. Are you aware of anybody other than you
13 and your husband who are dissatisfied with
14 TrueLink's credit monitoring service for the
15 reasons that you just described?

16 A. There are a lot of people who are
17 dissatisfied. They're all over the web.
18 They're all over places like ripoffreport.com.
19 They're all over the place. Various forms,
20 there's a blog on "The Washington Post" about
21 identity theft where people have posted about
22 problems they have with their credit monitoring
23 products.

24 Q. I understand that, ma'am. What I'm
25 asking is the particular complaint that you

1 have, because, as you acknowledge, a lot of
2 people were surprised or confused by what you
3 had said. And I'm sure you're well aware of
4 this, I've seen your other depositions, you've
5 acknowledged that credit monitoring will alert
6 you to true name fraud, right?

7 MS. YEAGER: Objection.
8 Foundation.

9 A. It should, but it does not work that
10 way.

11 Q. (BY MR. O'NEIL) Okay.

12 A. And that's new evidence that's been
13 discovered, and that goes back to the Home Depot
14 credit card which was relabeled with Steve's
15 name and address which was never alerted in the
16 product.

17 Q. Well, with all due respect, ma'am, it's
18 just speculation on your part that TransUnion
19 has this Home Depot trade line and they've
20 concealed it from you and TrueLink, right?

21 A. Actually, the Home Depot trade line is
22 on the TU letter dated April 23rd, 2003, and we
23 have the subpoena information from the
24 furnishers of that data.

25 Q. Okay, well, let's walk through this.

1 The letter said in April 2003 TransUnion advised
2 you that on Mr. Perez's credit file is a Home
3 Depot account, right?

4 A. Correct.

5 Q. And you've never seen the Home Depot
6 account on any file disclosure or any other
7 credit reporting product regarding your husband,
8 right?

9 A. I've seen inquiries, yes. Citibank,
10 NA, for the Home Depot account did in fact make
11 inquiries on Steve's TransUnion reports.

12 Q. Okay. You've never seen the Home Depot
13 trade line on Mr. Millett's account, credit
14 file, right?

15 A. No, not on his actual consumer
16 disclosure, no.

17 Q. You've seen it on other credit bureaus'
18 credit reports, right?

19 A. No. It's never appeared on Steve
20 Millett's credit report on any bureau.

21 Q. Okay. What evidence -- and if you
22 don't have any, tell me that -- what evidence do
23 you have to support your belief that TransUnion
24 is maintaining a Home Depot account on your
25 husband's credit file?

1 A. The information from Monogram Bank,
2 subpoenas and the information from Citibank's
3 subpoenas, which show basically that they are
4 reporting that information. And if they've
5 reported it, they're reporting it to all three
6 bureaus. Because obviously it was on the TU
7 letter in '03, so if they were going to update
8 their reporting, I would assume that they would
9 update it at least the bureau that they sent the
10 letter for. So it's a reasonable assumption on
11 my part.

12 Q. Well, it's reasonable to assume that
13 they're reporting it, but why do you believe
14 it's --

15 A. Because --

16 Q. If I can finish.

17 A. Okay, I'm sorry.

18 Q. Why do you believe it's showing up on
19 your husband's credit file?

20 A. Because it's now relabeled with Steve's
21 name and address and Social Security number,
22 which is supposed to be the three criteria that
23 they use to pull a consumer disclosure. And it
24 still has Abundio Perez's telephone number. And
25 that's the information we got directly from

1 those subpoenas.

2 Q. Is that all the information you have to
3 support your contention that you believe
4 TransUnion is maintaining a Home Depot account
5 on your husband's file?

6 A. Because I don't have the actual file
7 from TransUnion, that has not been produced,
8 yes, that's all I have at this point. That and
9 a check from Home Depot that was mailed to our
10 house.

11 Q. Do you blame TrueLink for Mr. Perez's
12 misuse of your husband's Social Security number?

13 A. I'm sorry?

14 Q. Do you blame TrueLink for Mr. Perez's
15 misuse of your husband's Social Security number?

16 A. Well, to the extent that you're a
17 subsidiary of TransUnion, I would say probably I
18 blame the entire thing, yes, I would say.

19 Q. What -- okay, so you're not blaming
20 TrueLink, but you're blaming TransUnion, right?

21 A. Of course.

22 Q. Okay. And, of course, you dismissed
23 your lawsuit against TransUnion, right?

24 A. No. The lawsuit from TransUnion was
25 changed into the lawsuit for TrueLink.

1 Q. What did TransUnion do or not do that
2 you think facilitated Mr. Perez's misuse of
3 yours husband's Social Security number?

4 A. They sold a credit report to Mr. Perez
5 quite abundantly. They sold a credit report for
6 Mr. Perez to each of the furnishers that's
7 listed on the TU letter.

8 Q. To your knowledge, have they done that
9 since August of 2003?

10 A. To my knowledge, they have contacted
11 repeatedly certain furnishers regarding
12 Mr. Abundio Perez's reported data because we
13 have those in the subpoenas.

14 Q. Do you -- this claim that you just
15 described, do you think that that's pending in
16 the lawsuit that you've filed against TrueLink?

17 A. Which claim?

18 Q. The claim that TrueLink, because
19 they're a subsidiary of TransUnion, is
20 responsible for your husband's identity theft?
21 Do you think that claim is pending right now?

22 A. No, I don't.

23 Q. Okay.

24 A. This is strictly the -- this is
25 strictly about the contract breach of the

1 product for the credit monitoring.

2 Q. Okay. So, for purposes of the
3 lawsuit --

4 A. Uh-huh.

5 Q. -- you're not blaming TrueLink for the
6 misuse of your husband's Social Security number
7 that you discovered in 2003, right?

8 A. I'm blaming TrueLink for not reporting
9 the information about that Social Security
10 number misuse after August of 2003.

11 Q. Okay. You understand, or maybe you
12 don't, but do you understand that TrueLink gets
13 information from TransUnion to provide the
14 products to you and your husband?

15 A. Yes.

16 Q. Okay. If in fact TransUnion did not
17 disclose the information to TrueLink, then you
18 can't blame TrueLink for not disclosing it to
19 you and your husband; isn't that correct?

20 A. Well, that would assume that you and
21 TransUnion had a truly separate relationship and
22 you were going out and buying information from a
23 third party with which you had no relationship.
24 But since the two companies are interrelated and
25 obviously have interrelated computer systems and

1 operating systems, and apparently you guys even
2 share accounting systems, the idea that TrueLink
3 would not know what TransUnion was or was not
4 providing is information or what information
5 that TransUnion provided had available to
6 provide to it is a little bit incredulous to me.

7 Q. Did you or your husband ever advise
8 TrueLink that there was somebody out there
9 misusing your husband's Social Security number?

10 A. I believe TrueLink has seen the
11 Consumer Victims Statement on our consumer
12 disclosure and that that information is
13 available to them. The consumer disclosure
14 clearly states at the top have been an identity
15 theft victim, please contact me at my home if
16 any extensions or granting of credit, blah,
17 blah, and it gives a phone number.

18 Q. Well, the consumer statement doesn't
19 mention Mr. Perez, does it?

20 A. Well, that's because TransUnion didn't
21 put it in. That's not how TransUnion puts that
22 information, but it's not like that is not a
23 standard consumer statement that you would not
24 be aware that that's not identity theft. I
25 mean, I'm sitting here -- I'm sitting here

1 wondering how you expect someone else to notify
2 you of information that you have internally
3 available to yourself.

4 Q. Okay, I'm going to go back to my
5 original question. You and your husband,
6 neither one of you have ever advised TrueLink
7 that you believe there's a Mr. Perez out there
8 who's opening up credit accounts with your
9 husband's Social Security number; isn't that
10 correct?

11 A. Well, I believe when we signed up for
12 the TrueLink product, we had to go through the
13 ICS process, because you couldn't activate the
14 credit report online. And because it had a
15 Consumer Victims Statement, you had to go
16 through an extra verification process. So, to
17 that extent, I think they knew already at that
18 time that I was a victim of -- we were victims
19 of identity theft.

20 Now, they did not specifically know
21 about Mr. Perez. In other words, I didn't
22 communicate that fact to them during that call.
23 But, you know, to the extent that TransUnion
24 already had sent out that letter and had
25 received legal correspondence from Mr. Adler,

1 the fact that TrueLink doesn't know that is a
2 little bit incredulous to myself. I mean, I
3 just -- I don't believe that.

4 Q. Well, putting aside your beliefs or
5 contentions, I'd like you to answer my question.
6 Which is that you never advised TrueLink that
7 Mr. Perez was misusing your husband's Social
8 Security number to open up credit accounts;
9 isn't that correct?

10 A. Well, I believed that I had, because
11 prior to the filing of this litigation, I
12 believed TrueLink and TransUnion were the same
13 entity.

14 Q. Okay. So you told TransUnion is what
15 you're saying?

16 A. Yes.

17 Q. Okay. But you never told TrueLink,
18 right?

19 A. Well, I mean, from where I sit, I
20 thought they were the same thing, so.

21 Q. Okay. And you never sent the
22 TransUnion letter to TrueLink, right?

23 A. What do you mean I never sent the
24 TransUnion letter to TrueLink? Why would I send
25 the TransUnion letter to TrueLink?

1 Q. You didn't send it, right?

2 A. No, I did not.

3 Q. Okay. And you never called TrueLink
4 and said I was expecting to see accounts
5 relating to Mr. Perez on my husband's credit
6 file and I didn't see it? You never made that
7 call to TrueLink, did you?

8 A. No, I didn't.

9 Q. Did you -- strike that.
10 I'm going to show you an exhibit,
11 Mrs. Millett.

12 (M. Millett Exhibit 9 was marked
13 for identification by the reporter.)

14 Q. (BY MR. O'NEIL) Mrs. Millett, I'm
15 showing you what's been marked Exhibit No. 9,
16 which I -- which I'll represent to you is the
17 complaint that was filed in the district -- in
18 the federal court in the District of Kansas on
19 behalf of you and your husband suing the seven
20 companies that you identified previously.

21 A. Yes.

22 Q. And you saw this before it was filed,
23 right?

24 A. Oh, yes.

25 Q. And you made sure that it was accurate,

1 right?

2 A. Yep.

3 Q. Okay. Do you know what the Organized
4 Crime Control Act of 1970 is?

5 A. Are you talking about RICO?

6 Q. Yes.

7 A. Yes.

8 Q. Are you familiar with RICO?

9 A. Uh-huh.

10 Q. Okay. And are you aware that you
11 brought claims against these certain defendants
12 under RICO?

13 A. Yes.

14 Q. But those claims were ultimately
15 dropped by your lawyers, weren't they?

16 A. As the investigation wore on, yes.

17 Q. Well, it was actually much -- I mean,
18 it was only a few months after you first filed
19 this lawsuit, right?

20 A. Right, but the investigation was
21 ongoing at that time.

22 Q. Okay. I want to -- are you generally
23 familiar with the procedural course of all of
24 the various lawsuits that you've filed against
25 all the various defendants?

1 A. I'm sorry, I don't understand what you
2 mean.

3 Q. Okay. You get all the pleadings that
4 were filed in this case?

5 A. Yes.

6 Q. Okay. And you're aware that claims
7 were filed against certain defendants that were
8 voluntarily dismissed, right?

9 A. Or dropped, yeah.

10 Q. Yeah. You're also aware that claims
11 were filed in one court and then later filed in
12 another court, right?

13 A. For those claims where whatever the
14 contracts had specified jurisdictions then, yes,
15 those courts were moved.

16 Q. Okay. Were you disappointed when your
17 lawyers told you that they had to dismiss all
18 but one or two of the defendants from the
19 initial case and file separate cases in the same
20 court?

21 MS. YEAGER: Objection.
22 Misstates the facts. Lack of foundation.

23 A. I'm sorry? Can I get the question
24 reread please?

25 Q. (BY MR. O'NEIL) You know what, I'll

1 withdraw it. Were you surprised when you
2 realized that you had to file multiple
3 complaints in multiple courts before you finally
4 got the right to take discovery and get the
5 court to rule on motions?

6 MS. YEAGER: Objection. Lack of
7 foundation. Misstates testimony. Misstates
8 facts. You can answer.

9 A. Okay, can I get the question read back?

10 Q. (BY MR. O'NEIL) Well, hold on, I want
11 to address Ms. Yeager's objection that I
12 misstated facts. Are you aware that the first
13 lawsuit that was filed on behalf of you and
14 Mr. Millett by Barry Grissom and his colleagues
15 was the lawsuit that's right before you,
16 Exhibit 9?

17 A. Yes, I'm aware of that.

18 Q. Okay. And then are you also aware that
19 a decision was made a few months later to
20 dismiss most of those defendants and sue them in
21 separate lawsuits?

22 A. I believe this action remained and
23 became the Equifax case.

24 Q. Right. And you dismissed certain of
25 the defendants here from this case, and then you

1 filed separate lawsuits against them?

2 A. They were refiled, yeah, I believe.

3 Q. Okay. Do you have an understanding as
4 to why only a few months after the initial
5 lawsuit was filed a decision was made to dismiss
6 some of these and refile the individual cases?

7 A. I know a decision was made. I can't
8 discuss the content of the decision -- of the
9 discussions that were made to get to this
10 decision.

11 Q. Were you disappointed that it slowed
12 the progress of the litigation that that had to
13 occur?

14 A. The progress of the litigation is what
15 the progress of the litigation is.

16 Q. Uh-huh.

17 A. I mean, am I disappointed every time
18 the court postpones something or extends
19 deadlines or, you know, we get a new judge and
20 they set up a new schedule, I mean, it is what
21 it is.

22 Q. Uh-huh. And then once the individual
23 lawsuits were brought in the District of Kansas,
24 you learned that they had to be dismissed and
25 then filed in other courts, other parts of the

1 country, right?

2 A. I don't believe they were dismissed. I
3 believe some of them were transferred.

4 Q. Okay. Good point, they were
5 transferred. So, then the lawsuit in the
6 District of Kansas was over and you had to start
7 all over again in Georgia, in Delaware, in
8 California, right?

9 MS. YEAGER: Objection.
10 Foundation. Misstates facts in evidence.

11 A. I don't characterize it as a starting
12 over because it, like for example in the
13 Experian case, we already had all of those
14 subpoenas. So, the fact that it had move
15 California or moved from Kansas to California, I
16 don't view that as necessarily starting over. I
17 didn't have to give back all the information
18 from the subpoenas.

19 Q. (BY MR. O'NEIL) Did you ever have to
20 explain to your husband all of these various
21 procedural maneuvering in order to pursue the
22 claims?

23 MS. YEAGER: Objection.
24 Misstates facts in evidence. Foundation.

25 A. Do you mean did I tell him that the

1 case moved to California or the case moved to
2 Delaware or the case moved to Georgia? Yes, I
3 did tell him those.

4 Q. (BY MR. O'NEIL) Okay. And did you tell
5 him that's because the contract that you sued on
6 required you to sue in those cases -- in those
7 courts?

8 A. We probably discussed that, but he may
9 not have gotten -- grasped all the nuances
10 associated with that.

11 Q. Uh-huh. Did he ever ask, well, why
12 didn't we just sue in those courts originally?

13 A. No, he did not ask that question.

14 Q. I count there's 13 counts or 13 claims
15 in the complaint which is marked Exhibit No. 9.
16 You can -- I can point you to particular pages,
17 but do you recall that you had common claims
18 against Equifax, TransUnion and Experian?

19 A. I'd have to review it.

20 Q. Okay. Why don't we take --

21 A. I haven't look looked at this since,
22 what, 2004 I believe.

23 Q. Okay. Well, let me direct your
24 attention to Page 9. Well, actually, strike
25 that. I mean, page -- well, let me direct your

1 attention to Page 5. There's a heading there --

2 A. Uh-huh.

3 Q. -- that says, quote, "Opt-in class
4 action Class 1." Do you see that?

5 A. Yep.

6 Q. Do you know what an "opt-in class
7 action" is?

8 A. I believe that's where the class
9 members have to opt in.

10 Q. Okay. And the class action that you
11 brought against TrueLink, is that an opt-in
12 class that you're seeking?

13 A. I believe it's an opt-out class.

14 Q. Okay.

15 A. Don't you specifically have to opt out
16 of the class? I think so.

17 Q. Okay. Did you decide that you should
18 go from the opt-in class to an opt-out class
19 against TrueLink?

20 MS. YEAGER: Objection to the
21 extent it calls for attorney-client privilege.

22 MR. O'NEIL: I'm just asking if
23 she's decided it.

24 A. I don't -- how could I -- I don't --
25 someone would have to sit down and explain to me

1 all the nuances of an opt-in versus an opt-out,
2 so.

3 Q. (BY MR. O'NEIL) And no one has, right?

4 A. I'm sure it's been discussed.

5 Q. Okay.

6 A. But as I sit here today, I cannot
7 recollect that, so.

8 Q. Okay, I go back to my question. Did
9 you decide that you would file an opt-in class
10 or an opt-out class action?

11 A. How would I make that decision? I'm a
12 regular person.

13 Q. Ma'am, I'm just asking if you did.
14 It's really a yes or no question.

15 A. Well, it's not really a yes or no
16 question, because if I don't understand the
17 nature of the question, then I can't answer yes
18 or no. Because I don't know if I'm making the
19 correct answer or not making the correct answer.

20 Q. Okay. What don't understand the about
21 the question? Here's the question and let me
22 know if you don't understand it. You filed an
23 opt-in class action in July of 2004, right?

24 A. Yes.

25 Q. Did you make that decision?

1 A. I believe the -- which claims were
2 included was a discussion that my lawyers had,
3 in terms of which claims were going to be
4 brought within the lawsuit.

5 Q. I don't want to know about your
6 discussions with your lawyers. Did you make the
7 decision to bring an opt-in class action?

8 MS. YEAGER: Objection. Asked
9 and answered.

10 Q. (BY MR. O'NEIL) You can answer.

11 A. Well, to the extent that I signed the
12 complaint, I guess so, but, you know.

13 Q. Okay. And when you filed I think --
14 what's the latest -- the fourth amended
15 complaint against TrueLink, which has an opt-out
16 class, did you make the decision to make that an
17 opt-out class as opposed to an opt-sin class?

18 MS. YEAGER: To the extent it
19 calls for attorney-client privilege, I'll
20 object.

21 A. I didn't make the decision. That would
22 be one of those things where your attorney comes
23 and says these are your options, this is what we
24 want to pursue, this is what we recommend and
25 then you, as the client, go yay or nay. But to

1 the extent that I signed the complaint, yes, I
2 guess I did ultimately make the decision.

3 Q. (BY MR. O'NEIL) But you don't
4 understand the nuances between, the differences
5 between, an opt-in class and an opt-out class,
6 right?

7 MS. YEAGER: Objection. Asked
8 and answered.

9 A. I understand the basics, sir. I don't
10 understand all of the legal ramifications of
11 what constitutes one or the other.

12 Q. (BY MR. O'NEIL) Let me direct your
13 attention to a couple of pages and I'll have a
14 question after I -- Page 6. At the bottom
15 there, there's a heading that's entitled "Class
16 Action Allegations - Conversion - Defendants
17 Equifax, TransUnion and Experian." Do you see
18 that?

19 A. Uh-huh.

20 Q. Do you recall that your class action
21 allegations regarding your conversion claim
22 against Equifax, TransUnion, Experian were all
23 part of the same numbered paragraphs in the
24 complaint?

25 A. I'm sorry, I don't understand that

1 question.

2 Q. Okay. Well, then I'll withdraw it.

3 Let me take your attention to Page 9. Do you
4 see the heading there "Class Action Allegations
5 - Common Law Breach of Contract - Defendants
6 Equifax, TransUnion, Experian"? Do you see
7 that, ma'am?

8 A. Yeah.

9 Q. And then Paragraph 32, as an example,
10 states, quote, "Plaintiffs bring this action
11 against Defendants Equifax, TransUnion and
12 Experian, under the common law of the state of
13 Kansas as a class action."

14 A. Yes.

15 Q. And then goes on to say, "Defendants,
16 Equifax, TransUnion and Experian breached the
17 express and implied terms of the contract for
18 sale of the plaintiffs and other members of the
19 class through the following acts," and then it
20 has a number of paragraphs.

21 A. Yep.

22 Q. Do you see that, ma'am?

23 A. Uh-huh.

24 Q. Great.

25 A. Yes, I do.

1 Q. Okay. And then Page 11 there's a
2 heading "Class Action Allegations - Fraud and
3 Negligence - Defendants Equifax, TransUnion
4 Experian." Do you see that, ma'am?

5 A. Yes.

6 Q. And then in Paragraph 38, it refers to
7 common questions of law and fact arising in this
8 action, as an example, subparagraph A, "Whether
9 the conduct of defendants Equifax, TransUnion
10 Experian," and then it goes on. Do you see
11 that, ma'am?

12 A. Yeah.

13 Q. Okay. Is this refreshing your
14 recollection that certain of the claims that you
15 were bringing against -- well, actually, I think
16 strike that. All of the claims that you were
17 bringing against TransUnion, Experian and
18 Equifax were all the same?

19 A. Yeah.

20 Q. Okay. Because you had bought the same
21 types of products and you thought they had
22 failed in the same way, right?

23 A. Well, I mean, they have similar
24 failures, yes. I don't know that I'd use the
25 word "same".

1 Q. So you'd use the word "similar" but not
2 "same"?

3 A. Correct.

4 Q. Bear with me, Mrs. Millett. Now, the
5 claims that you brought against Bank of America
6 and Ford Motor were not class action claims,
7 correct?

8 A. No, those were specific claims I
9 believe.

10 Q. And what do you mean by that, "specific
11 claims"?

12 A. They were specific claims to us I
13 believe, when they were refiled at least.

14 Q. You have a case pending against
15 Experian Information Solutions; isn't that
16 correct, ma'am?

17 A. I believe so, and I believe
18 consumerinfo.com is also on that suit too.

19 Q. Okay. Let me show you the complaint,
20 you're absolutely right. Let me hand you what's
21 been marked Millett Exhibit No. 10.

22 (M. Millett Exhibit 10 was marked
23 for identification by the reporter.)

24 Q. (BY MR. O'NEIL) Which has a stamp
25 indicating it was filed with the U.S. District

1 Court in Los Angeles on October 17, 2006.

2 A. Well, it says it was lodged on the
3 16th, but.

4 Q. Good point, I was looking at it says
5 filed below on the 17th, but. I think the way
6 it works is nowadays you can -- well, it doesn't
7 matter.

8 To your knowledge, is this the pending
9 complaint that you've filed against Experian and
10 consumerinfo.com?

11 A. Well, I'd have to read through it from
12 end to end to verify word for word that it's the
13 exact complaint, but.

14 Q. Is that because you have the pending
15 complaint memorized, so that's how you can do
16 that?

17 A. No, it's because -- it's because these
18 pleadings have changed significantly. So, while
19 I review each pleading, for me to sit there and
20 say this is the latest pleading, I'd have to
21 read it and go through it to say yes it is or no
22 it is not.

23 Q. Well, handwriting indicates this is the
24 fourth amended complaint?

25 A. Okay.

1 Q. Do you understand that means that this
2 is the fifth complaint that you've tried to
3 allege against Experian and CSC?

4 MS. YEAGER: Objection. Lack of
5 foundation. Misstates facts.

6 A. That's not my understanding.

7 Q. (BY MR. O'NEIL) What's your
8 understanding?

9 A. My understanding that -- is that as new
10 facts or evidence or understanding as derived,
11 that complaints have changed or claims have been
12 altered or changed to suit the circumstances
13 that are now present.

14 Q. And this is the fifth one that you've
15 brought against Experian CIC, right?

16 MS. YEAGER: Objection.
17 Foundation. Misstates facts not in evidence.

18 A. I believe it's the fourth one against
19 Experian Information Solutions and CIC. I
20 believe the original litigation that was filed
21 in Kansas was against Experian Information
22 Solutions and did not include CSC at all -- or
23 not CSC, but consumerinfo.com, I'm sorry, I get
24 my acronyms screwed up.

25 Q. (BY MR. O'NEIL) There's quite a few. I

1 can represent to you and you can take a look at
2 it, it appears that there's two legal claims
3 being brought in this lawsuit. The first one is
4 on Page 12, or at least begins on Page 12. It
5 says, there's a heading there at the bottom
6 "Count I - Consumer Legal Remedies Act."

7 A. Yes.

8 Q. And do you have an understanding of
9 what that claim is based upon?

10 A. That is the --

11 MS. YEAGER: Objection.

12 Relevance.

13 A. That is the California Consumer Legal
14 Remedies Act.

15 Q. (BY MR. O'NEIL) Okay. And then if I
16 could direct your attention, Mrs. Millett, to
17 Page 18, the bottom there, says "Count II --"

18 A. Yes.

19 Q. "Breach of contract."

20 A. Uh-huh.

21 Q. And I'll represent to you those are the
22 only two counts that I see in this complaint.
23 Is it your understanding that the pending
24 complaint you have against Experian and CIC is
25 one under the California statute, and two for

1 breach of contract?

2 MS. YEAGER: Objection.

3 Relevance.

4 A. I'm sorry, I don't understand the
5 question. Are you talking about before or after
6 the' courts ruling?

7 Q. (BY MR. O'NEIL) Well, I understand the
8 court dismissed certain of these claims.

9 A. Okay.

10 Q. Right. The court dismissed your breach
11 of contract claim, right?

12 A. No, not in its entirety.

13 Q. Okay, just one part of it. I guess
14 what I'm asking is, the court dismissed the
15 California statutory claim, right?

16 A. I believe so. But in the ruling when
17 they dismissed it, I believe the judge didn't
18 specifically reference -- he dismissed it, but
19 he didn't specifically answer it in his
20 judgement as to why it was dismissed.

21 Q. So, as you sit here, you don't know the
22 reasons that he offered for why he dismissed
23 your California statutory claims?

24 A. I don't think they were given. But, I
25 mean, my recollection could be faulty as I sit

1 here. But I think that that's one of the big
2 issues with that particular aspect of that
3 dismissal, was that the portion of the
4 California Legal Remedies Act were dismissed and
5 no reason for the dismissal was given.

6 Q. Okay. But the point is they were
7 dismissed, right?

8 A. Yeah.

9 Q. Okay. And then your counsel then asked
10 the court to reconsider its decision, right?

11 A. Yes.

12 MS. YEAGER: Objection.
13 Relevance.

14 Q. (BY MR. O'NEIL) And that motion was
15 denied, right?

16 MS. YEAGER: Objection.
17 Relevance.

18 A. Yes, that's correct.

19 Q. (BY MR. O'NEIL) And so the only claim
20 you have pending against Experian now is a
21 partial breach of contract claim, right?

22 MS. YEAGER: Objection.
23 Relevance. May I have an ongoing objection?

24 MR. CLOON: You have a standing
25 objection.

1 MR. O'NEIL: I gave it to you
2 before.

3 MS. YEAGER: Thank you.

4 A. I'm sorry, can I have the question read
5 back?

6 Q. (BY MR. O'NEIL) Yeah, I'll -- it's your
7 understanding that what remains now, because the
8 California statutory claim was dismissed, is the
9 claim for breach of contract against Experian
10 and CIC, right?

11 A. And I believe it's a very specific
12 breach of contract claim relating to the 30-day
13 renewal notice provision.

14 Q. Because the other breach of contract
15 claims you brought were dismissed by the judge,
16 right?

17 A. Right.

18 MR. O'NEIL: Okay, I think we
19 have to change the tape again, so let's go off
20 the record.

21 VIDEOGRAPHER: We are now going
22 off the record at 11:33 AM.

23 (Recess.)

24 VIDEOGRAPHER: The time now is
25 11:42 AM and we are back on the record. You may

1 continue.

2 MR. O'NEIL: Thank you.

3 Q. (BY MR. O'NEIL) Mrs. Millett, I'm
4 handing you what's been marked as Exhibit No.
5 11, which is a document that was produced by
6 your lawyers in this case.

7 A. Yep.

8 Q. I know that you have provided testimony
9 regarding this document before, so I'll be
10 brief.

11 (M. Millett Exhibit 11 was marked
12 for identification by the reporter.)

13 Q. (BY MR. O'NEIL) Did you prepare what's
14 been marked as Exhibit No. 11?

15 A. Yes, we did.

16 Q. You said "we", did somebody else help
17 you prepare this?

18 A. No, I prepared it, but my husband was
19 aware of it.

20 Q. Oh, okay. And what was your purpose
21 for preparing it?

22 A. The purpose for preparing it was to
23 provide it to Senator Brownback's and Roberts'
24 office for some stuff that they had going up on
25 Capital Hill at that time.

1 Q. Okay. And do you recall -- you
2 forwarded it on to those Congressmen?

3 A. Yes. They're senators actually.

4 Q. Okay. Senators hate to admit it, but
5 technically Senators are Congressmen, too. But
6 in any event, do you recall when you prepared
7 this, Mrs. Millett?

8 A. I want to say it was some time in 2004
9 or late 2003, but I don't know the exact date
10 now anymore.

11 Q. Okay. And is the information contained
12 in Exhibit 11 accurate?

13 A. It's accurate as of the time it was
14 produced.

15 Q. Okay. Do you believe that there's now
16 -- it's now inaccurate?

17 A. Well, no, there are facts that have
18 been changed or altered by the arrival of new
19 evidence and information in this case. So,
20 there are things in here that what we knew at
21 that time are not as -- they're not infactual,
22 but they've been altered.

23 Q. Okay. And as is indicated in
24 Exhibit 11, in approximately January 2003, you
25 requested the credit files regarding your

1 husband from each of the three major credit
2 bureaus, do you recall that?

3 A. Yeah. I also requested Abundio Perez's
4 credit report too.

5 Q. Yeah, and you didn't get that, did you?

6 A. No, I did not.

7 Q. But you did get some information from
8 TransUnion that was helpful in your
9 investigation of Mr. Perez's misuse of your
10 husband's Social Security number, right?

11 MS. YEAGER: Objection.

12 Foundation.

13 A. I don't recall providing somebody a
14 list of accounts that tells you that you need to
15 dispute with each furnisher exactly helpful.

16 Q. (BY MR. O'NEIL) Okay. So, you didn't
17 get any helpful information from TransUnion? Is
18 that your testimony?

19 A. No, that's not the testimony. I got
20 information from TransUnion. The information
21 was not helpful because the information did not
22 contain the account numbers for the accounts in
23 question, which meant I every time I called one
24 of those furnishers, I had to go through three
25 days of agony, pain and whatever just to try to

1 get to the bottom of what accounts he actually
2 had for those furnishers. And, in some cases,
3 those furnishers had five, six, seven, eight or
4 nine different accounts associated with them,
5 and it would have been helpful to know that
6 information.

7 Q. What -- how did you get the information
8 regarding what furnishers to contact?

9 A. I got that information from the TU
10 letter. But that required the retainer --
11 retention of a lawyer and \$1,750 worth of legal
12 fees to get that letter.

13 Q. Well, how do you know that?

14 A. What?

15 Q. How do you know that you had to get a
16 lawyer before you could get the information from
17 TransUnion?

18 A. Because TU didn't give me that letter
19 in January when I called. They didn't give that
20 -- give me that letter until Adler sent them a
21 letter intending to sue in April of 2003
22 certified mail.

23 Q. So, if you testified elsewhere that the
24 information from TransUnion was helpful, would
25 that have been false testimony?

1 A. No.

2 Q. Oh, okay.

3 A. The information was somewhat helpful,
4 but, you know, I don't -- you're trying to
5 characterize it as, you know, TransUnion is
6 being altruistically helpful, and they're just
7 giving this information to me of their own free
8 will, and I don't see it that way.

9 Q. I don't think that's what I asked you,
10 but. Let me make sure I understand. The
11 information was helpful in investigating
12 Mr. Perez's misuse of your Social Security
13 number; isn't that correct?

14 A. Yes, the information was somewhat
15 helpful, yes.

16 Q. And TransUnion didn't charge you
17 anything for that information; isn't that
18 correct?

19 A. TransUnion didn't charge me anything
20 for the information?

21 Q. Right.

22 A. No, TransUnion did not charge me
23 anything to send that letter, but it cost me
24 money.

25 Q. The letter cost you money?

1 A. Sure it did. I didn't get any
2 information from them until I hired a lawyer who
3 threatened to sue them.

4 Q. And was this threat in writing?

5 A. I believe Adler sent letters saying
6 that he was going to be seeking legal action if
7 they did not respond and provide the
8 information, so at that point the letter was
9 provided.

10 Q. And TransUnion provided the information
11 that Experian and Equifax refused to provide,
12 right?

13 A. I had not gotten a similar letter from
14 Equifax or Experian at that point, no.

15 Q. Well, you've testified before that when
16 Mr. Adler made the same request of Experian and
17 Equifax, that they refused, right?

18 A. They did not provide the information,
19 yes.

20 Q. Okay. And that testimony was accurate
21 when you testified previously, correct?

22 A. Yeah.

23 Q. Okay.

24 A. Uh-huh.

25 Q. Let me show you what's been marked

1 Exhibit No. 12, another document that was
2 produced by your lawyers in this case.

3 (M. Millett Exhibit 12 was marked
4 for identification by the reporter.)

5 Q. (BY MR. O'NEIL) Do you recognize
6 Exhibit No. 12?

7 A. Yes.

8 Q. And what is it?

9 A. This is the consumer disclosure for
10 Steven G. Millett for January 28, 2003.

11 Q. And Mr. Adler didn't request this, you
12 did, right?

13 A. Yes, I did.

14 Q. Okay. And you were making that request
15 as an agent of your husband, right?

16 A. Yes.

17 Q. Okay. And did you review it when you
18 received it?

19 A. Yes.

20 Q. Is that your handwriting on the first
21 page of the document?

22 A. Yes.

23 Q. What's a -- do you know, what did you
24 intend by the reference at the top there "10
25 years 1993-IRS"?

1 A. Well, you know, one of the things that
2 happens to you, as I was going through the
3 investigation, I'm on the phone with somebody, I
4 don't have a piece of paper, so that's the note
5 from the Internal Revenue Service when I
6 contacted them, that said that they had tax
7 returns going back to 1993 for Abundio Perez.

8 Q. Did you ever request information from
9 the IRS?

10 A. Yes.

11 Q. Did they give it to you?

12 A. No.

13 Q. You requested information regarding
14 Mr. Perez from the IRS; is that correct?

15 A. I requested copies of Mr. Perez's tax
16 returns, yes.

17 Q. And they refused to give it to you,
18 correct?

19 A. They refused to give it to me.

20 Q. Okay. Is that your handwriting on the
21 bottom of the first page of Exhibit No. 12?

22 A. Yes, it sure is.

23 Q. And do you recall what that's a
24 reference to?

25 A. It's probably some consumer relations

1 department I had to call.

2 Q. You're aware that TransUnion has what's
3 called a Fraud Victims Assistance Department,
4 right?

5 A. Yes.

6 Q. Have you ever contacted that department
7 at TransUnion?

8 A. I believe I have.

9 Q. Okay. And what was the purpose for
10 your contact with the FVAD?

11 A. I've had numerous contacts with them, I
12 guess, over the period of the course of the
13 investigations.

14 Q. What was the purpose of your contacts?

15 A. Well, I mean, the purpose of the
16 contacts was to discuss, well, in some cases
17 like for example there were inquiries being
18 generated by some of Abundio Perez's furnishers
19 on Steve Millett's credit report. And I had
20 called and specifically asked them to stop
21 giving his credit report to the fraudulent
22 account holders.

23 Q. Uh-huh.

24 A. There was one phone conversation with
25 the Fraud Victim Assistance Unit in which, when

1 I got the TU letter in particular, where I
2 called them and wanted to understand why they
3 didn't provide the account numbers and
4 information contained therein. I mean, they
5 gave me the furnishers, but they didn't give me
6 the account numbers.

7 Q. When's the last time you had any
8 conversations with any representative of
9 TransUnion, any employee of TransUnion?

10 A. Well, I don't know when the last time
11 was we met with Amanda.

12 Q. Putting that aside, because Amanda's
13 not an employee of TransUnion. When's the last
14 time you called, telephoned, TransUnion about
15 anything? Well, strike that. You know
16 TransUnion has got their Fraud Victims
17 Assistance Department, right?

18 A. Yeah.

19 Q. When's the last time you called them?

20 A. I mean, sitting here, I can't recall
21 the exact date. I mean, I've called them, but I
22 would say probably by the time we had retained
23 Barry, I probably had stopped calling the Fraud
24 Victims Assistance Department by then.

25 Q. Okay. And then TransUnion never

1 charged you for your requests and their response
2 to the Fraud Victim Assistance Department,
3 right?

4 A. No, those are services that they
5 provide under the Fair Credit Reporting Act for
6 disputes.

7 Q. For free, right?

8 A. Well, I'm assuming that they have some
9 cost associated with them as far as internally,
10 but.

11 Q. Well, obviously, Mrs. Millett, I'm not
12 asking you about TransUnion's internal costs.
13 I'm asking a very simple question, which really
14 just is a yes or no answer. Did TransUnion
15 charge you for your dealings with them?

16 A. No.

17 Q. The second page of Exhibit 12 has
18 what's called a "Consumer Statement" on it.

19 A. Yep.

20 Q. Did you ask TransUnion that that
21 consumer statement be put in the file?

22 A. Yes. Either I or Mr. Adler. It
23 depends on -- well, this one is 1/28, so this
24 one's me, this is the 30-day alert or 90-day
25 alert or whatever. There was later a seven-year

1 alert added, so that's a different animal.

2 Q. You think this is a 90-day alert?

3 A. This is a 90-day consumer statement.

4 They fall off after 90 days.

5 Q. Okay. And what's the basis for that
6 statement?

7 A. What?

8 Q. That you believe they fall off in 90
9 days?

10 A. Because when you call the credit
11 bureaus and you do not request it in writing,
12 the fraud alert that is added to your file is
13 only good for 90 days. You must request in
14 writing a seven-year fraud alert.

15 Q. Did you ever do that?

16 A. What? Request a seven-year fraud
17 alert? Yes, I did.

18 Q. In writing?

19 A. Uh-huh.

20 Q. To TransUnion?

21 A. I didn't write it, my lawyers did.

22 Q. Which one?

23 A. It's in some of the legal
24 correspondence somewhere. I believe it was
25 conversations with Amanda or whatever, the

1 seven-year alert was put on.

2 Q. Okay, we're getting confused here. Did
3 you ever write to TransUnion and ask that a
4 seven-year fraud alert be put on your husband's
5 file?

6 A. No, I have not.

7 Q. Okay. Did any of your lawyers ever
8 write to TransUnion and ask that a seven-year
9 fraud alert be put on the file?

10 A. I believe that that conversation has
11 occurred, yes.

12 Q. Conversation?

13 A. Well, I mean, I believe it happened in
14 the room. Amanda was physically at the legal
15 office.

16 Q. Were you in the room?

17 A. Yes, I sure was.

18 Q. But it wasn't in writing?

19 A. I don't know if my lawyer sent Amanda
20 an e-mail or not to follow-up.

21 Q. Okay. Did you -- the consumer
22 statement on Page 2 of Exhibit No. 12 is
23 obviously has, you know, it says, "Potential
24 Fraud Victim Alert," and goes on. Did you draft
25 that? Did you ask that TransUnion put this

1 particular language --

2 A. No, this is stock language. They do
3 this for everybody.

4 Q. You say they do this for everybody,
5 what does that mean?

6 A. Anybody -- if you were to call their
7 800 number, type in your Social Security number,
8 verify some identifying pieces of information,
9 press option one, this alert would appear on
10 your credit file.

11 Q. Are you also aware that you have a
12 right to put 100-word statement on your file
13 that you can write?

14 A. Yes, I'm aware of that, but that's not
15 what's been done. This has been done by the
16 system.

17 Q. You've never prepared a unique
18 statement and asked that TransUnion put it on
19 your husband's file; is that right?

20 A. On my husband's file, that is correct.

21 Q. Have you prepared a unique statement
22 and asked that it be put on your file?

23 A. Yes. That would be a correct
24 statement.

25 Q. And what does that statement say?

1 A. I don't know. I haven't looked the at
2 it in probably ten years, so I don't even know
3 if it's still on there or not. It's been quite
4 a while.

5 Q. I'm not asking if it's on there. I'm
6 asking what was the statement that you asked
7 that TransUnion put on your file?

8 A. It's very similar in nature to this,
9 but I don't know the exact wording because I
10 haven't looked at it in ten years.

11 Q. I won't ask you for the exact wording.
12 But what -- so you claim to be a victim of
13 identity theft ten years ago?

14 A. No. It was not identity theft. I was
15 having problems with an ex-husband.

16 Q. Okay, well, you said it's the same as
17 this, and this says, quote, "My identifying
18 information may have been stolen." That's not
19 what your statement says?

20 A. It's a consumer statement, so it's the
21 same as this.

22 Q. Okay.

23 A. It's in the same box on the credit
24 report.

25 Q. The consumer statement has a phone

1 number there, do you see that?

2 A. Yes.

3 Q. What phone number is that?

4 A. That's our home phone number.

5 Q. Okay. Has any credit grantor ever
6 telephoned you at home saying that we want to
7 extend credit to Mr. Millett, but we were told
8 we had to contact you first?

9 A. No. Someone's called us at home and
10 said we're verifying a credit application that
11 you've made.

12 Q. Oh, okay. To your knowledge, has the
13 presence of this statement on Mr. Millett's file
14 ever made it more difficult for him to get
15 credit?

16 A. Yes, it has.

17 Q. Now, do you blame TrueLink for that?

18 A. I'm sorry?

19 Q. Do you blame TrueLink for the fact that
20 it was more difficult for Mr. Millett to get
21 credit because of the consumer statement that
22 you put on his file?

23 A. Why would I -- why is that even -- why
24 -- no.

25 Q. When you reviewed -- did Mr. Millett

1 review this credit report when --

2 A. I'm sure he's seen it at some point in
3 time.

4 Q. Okay. Did you note that there were any
5 errors in this report when you reviewed in
6 January 2003?

7 A. The only error -- the only thing we had
8 questions about and that we didn't -- but we
9 didn't have questions at this time, so disputes
10 were not made at that time, were some questions
11 relating to -- information relating to Farmers
12 Insurance Group, because that was also Abundio
13 Perez's insurer.

14 Q. Really?

15 A. Yes.

16 Q. How do you know that?

17 A. Because I have documents from the
18 subpoenas that show that, from Ford Motor Credit
19 in fact, that showed that Farmers Insurance was
20 one of the insurance carriers of Abundio Perez.

21 Q. Okay. Well, but you didn't dispute it
22 in January 2003, right?

23 A. I didn't dispute it in January of 2003
24 because I wouldn't get those documents until
25 later of 2004.

1 Q. Well, let me turn your attention to
2 Page 2, it has the Farmers inquiries.

3 A. I understand that, but we also had
4 Farmers Insurance at that time.

5 Q. Oh.

6 A. So, in other words, I don't know by
7 looking at this whether or not this inquiry
8 relates to Steve Millett's -- they're looking
9 for Steve Millett or they're looking for Abundio
10 Perez.

11 Q. Okay. So, when you saw this in January
12 2003 and you saw the inquiries from Farmers
13 Insurance, you assumed that that was because you
14 had been doing business with Farmers, right?

15 A. We assumed that, but that may not be
16 the case any longer.

17 Q. Have you ever subpoenaed Farmers
18 Insurance?

19 A. I'm not sure, but I'm pretty sure that
20 I think that some of the insurance companies had
21 received subpoenas, but I'm not sure which ones.

22 Q. And if you got documents from those
23 subpoenas, you would have seen them, right?

24 A. Right. But some of the companies had
25 destroyed their documents, so by the time the

1 subpoenas issued, in some cases, there were no
2 documents to get, so...

3 Q. But, as you sit here, you don't have
4 any knowledge that these inquiries from Farmers
5 were prompted by an application by Mr. Perez,
6 right?

7 A. Well, that's why I was asking earlier
8 about the master file, because that will tell
9 you which information -- what this information
10 was released for.

11 Q. Really?

12 A. Yeah.

13 Q. That's your understanding?

14 A. My understanding --- well, yeah, they
15 keep a record of each inquiry and what
16 information was used to generate that inquiry.
17 Because the inquiries have to appear for two
18 years.

19 Q. Have you ever seen an inquiry on
20 Mr. Millett's file that you know was a result of
21 an application made by Mr. Perez?

22 A. The answer to that would have to be no.
23 But that does not mean there have not been
24 inquiries on Mr. Millett's file relating to
25 accounts belonging to Mr. Perez.

1 (M. Millett Exhibit 13 was marked
2 for identification by the reporter.)

3 Q. (BY MR. O'NEIL) Mrs. Millett, I'm
4 handing you what has been marked as Exhibit 13,
5 which is another set of documents that were
6 produced by your lawyers in this case. It's
7 actually two documents, one is a letter to
8 Mr. Millett dated April 10th, 2003, from
9 TransUnion?

10 A. Uh-huh.

11 Q. The second is a letter from TransUnion
12 to Mr. Millett dated April 23, 2003. Do you see
13 that?

14 A. Uh-huh.

15 Q. And you saw these documents and they
16 were received by your husband in April of 2003,
17 right?

18 A. Yep.

19 Q. Is that your handwriting on the first
20 page, ma'am?

21 A. Sure, it is.

22 Q. Okay. And could you read the first
23 handwriting notation on that page?

24 A. "Fraud alert not to be added to
25 fraudulent file, nor will file be deleted."

1 Q. Okay. Is this information that you got
2 from TransUnion?

3 A. What?

4 Q. That the fraud alert would not be added
5 to the fraudulent file, nor will the file be
6 deleted?

7 A. I believe that probably came from the
8 Victims Assistance Department.

9 Q. Okay. So, it wasn't information that
10 you got from Mr. Adler, it was information you
11 got directly from TransUnion?

12 A. I believe so.

13 Q. Okay. So, do you recall contacting
14 TransUnion when you got these letters?

15 A. Around the time frames, yeah.

16 Q. Okay. You didn't have to pay your
17 lawyer to calls TransUnion, you just did it
18 yourself, right?

19 A. Yeah.

20 Q. And then what's the second handwriting
21 on that page, ma'am?

22 A. "Files are split. Fraud alerts do not
23 work."

24 Q. And what does that mean?

25 A. It means that during this time period

1 Abundio Perez actually got another automobile
2 loan because they didn't even get the fraud
3 alert.

4 Q. How did you discover that?

5 A. Well, that -- huh?

6 Q. How did you discover that?

7 A. Because we were talking to Ford Motor
8 Credit at this point in time.

9 Q. And Ford Motor told you what?

10 A. That they were -- that they told us
11 that the only fraud alert that they had in their
12 file was on the reports they were receiving for
13 our accounts, that they did not have a fraud
14 alert on their account -- for their other
15 accounts for Abundio.

16 Q. Okay. You first put the fraud alert in
17 your husband's file in January of 2003, right?

18 A. That was the phone call one where you
19 dial the 800 number, like I was telling you, and
20 you push the prompt and they add the fraud
21 alert. This one is where the protective
22 statement was added by Adler, because he wrote
23 letters to them requesting.

24 Q. Okay. The handwriting on this
25 document, did you make these notations in April

1 of 2003 when you first contacted the FVAD after
2 you got these letters?

3 A. I don't know. They could have been
4 notes I made much later. I couldn't even
5 speculate as to the time period as to when they
6 were made. It could have been notes I wrote on
7 there for my attorneys when I turned the
8 documents over to Barry's office. I don't
9 remember.

10 Q. Well, I guess I'll go back to what I
11 said before now in light of your comment there.
12 The first handwriting that you described for
13 us --

14 A. Uh-huh.

15 Q. -- that says, "Fraud alert not to be
16 added to fraudulent file"?

17 A. Uh-huh.

18 Q. Did you get that information from
19 TransUnion?

20 A. TransUnion did tell me that, yes.

21 Q. Okay. And was that when you first
22 contacted them in following up in April of 2003?

23 A. Yes.

24 Q. Okay. Do you have any reason to
25 believe that you didn't make that notation in

1 April of 2003?

2 A. Yes, I do.

3 Q. Why?

4 A. Because I make notes on documents when
5 it became relevant to make the -- like for
6 example, on the second page where it goes, this
7 makes no sense. I know that this notation here
8 wasn't put on until way much later.

9 Q. Okay.

10 A. So, I mean, what I do is, as I'm going
11 along and I make notes, sometimes I made notes
12 on the relevant document. So, I can't say that
13 I made this notation on this document in April
14 of 2003.

15 Q. Okay, I appreciate that. And in any
16 event, the information about the fraud alert not
17 be being added to the fraudulent file, you got
18 that from TransUnion?

19 A. Oh, yeah.

20 Q. Okay.

21 A. They told me they would not put our
22 fraud alert with our number on the Abundio Perez
23 file.

24 Q. Okay. And then the information that
25 you have in the other handwriting, "Files are

1 split. Fraud alerts do not work," where did you
2 get that information? Or where did you get the
3 information that lead you to that conclusion?

4 A. That was much later.

5 Q. Okay. And that was -- what information
6 did you get that lead you to that conclusion?

7 A. Like I said, you know, in dealing with
8 the investigation and talking to the different
9 furnishers over time, some of the furnishers in
10 question Steve Millett already had a fraud alert
11 on file and they were still receiving
12 information from the credit bureaus obviously on
13 Abundio Perez on active accounts, and they still
14 has not received Mr. Millett's fraud alert.

15 Q. I understand now. So, turning to the
16 second document, after you got this information
17 from TransUnion, you started contacting each of
18 the data furnishers that TransUnion identified
19 for you, right?

20 A. Right.

21 Q. And it was during the course of those
22 phone calls that you learned the information
23 that lead you to believe that files are split,
24 fraud alerts do not work?

25 A. Right.

1 Q. Okay.

2 A. Because I talked to -- for example,
3 we'll just take for an example on here, Chase,
4 NA. This guy, Chase, Chase Mortgage, and --
5 Chase, NA, Chase Mortgage and then there's
6 another Chase, Chase had three accounts, a
7 mortgage, a car payment and a credit card. Neal
8 had a three-in-one credit report for Abundio
9 Perez.

10 Q. Neal?

11 A. That's the guy I talked to.

12 Q. Okay.

13 A. And he had three-in-one credit report
14 for Abundio Perez, and he specifically told me
15 that your fraud alert does not appear anywhere
16 on there.

17 Q. And when did you start making these
18 phone calls to all the data furnishers listed on
19 the April 23 letter?

20 A. Would have been some time on or after
21 maybe April 26 or so, because the mail three
22 days, you know, bring it home, lay it on the
23 counter for a day and then you go open it up and
24 go -- because I thought it was another credit
25 report and, you know, you get nine, 10 credit

1 reports in the mail, they were piling up or
2 whatever. I work on them when I can.

3 Q. But then after you finally opened them
4 up, that's when you started making all these
5 phone calls, right?

6 A. Well, first, I looked at this and I
7 didn't know what to do, and the first phone call
8 I made was to the Foleys at the Identity Theft
9 Resource Center.

10 Q. Okay. And do you recall anything about
11 that conversation?

12 A. I mean, it was just a general
13 conversation. I was freaked out. Linda and Jay
14 are particularly good at calming down. They
15 provide, you know, victims assistance,
16 counseling, support, that kind of thing.

17 Q. Who are Linda and Jay?

18 A. Linda and Jay Foley? At the Identity
19 Theft Resource Center.

20 Q. Oh, okay.

21 A. Yeah.

22 Q. I don't know them. But soon after
23 April 2003, when you first started making these
24 calls at the end of April 2003, you determined
25 that there was separate files for your husband

1 and for Mr. Perez, right?

2 A. Well, that was the assumption. I
3 didn't have concrete proof of that.

4 Q. Understood.

5 A. Yeah. Because obviously none of this
6 information had ever been on our file or we
7 would have called somebody and disputed it.

8 Q. Right. And some of the data furnishers
9 are saying, well, we got credit reports from
10 Mr. Perez and there's no fraud alert there,
11 right?

12 A. Well, not only that, but they couldn't
13 understand how they had gotten the credit report
14 for Mr. Perez when Mr. Millett had a police
15 report and a Social Security card with the
16 actual number that was being used.

17 Q. Now, by my count, there's 28 different
18 furnishers identified on the April 23rd letter?

19 A. Yep.

20 Q. And you got even more information about
21 the particular accounts that each furnisher had
22 with Mr. Perez, right?

23 A. That's correct.

24 Q. Okay. To your knowledge, had any of
25 those accounts showed up on your husband's

1 credit file?

2 A. The accounts themselves?

3 Q. Yes.

4 A. Not on the consumer disclosure, but I
5 don't know that they're not hidden in the master
6 file.

7 Q. Okay. Aside from your suspicion that
8 there is something being hidden by TransUnion,
9 you don't have any evidence that these accounts
10 were actually on Mr. Millett's file, correct?

11 MS. YEAGER: Objection.

12 Foundation.

13 A. I don't know. I think inquiries count
14 as being on someone's file. So, I mean, to the
15 extent that inquiries are also disputable
16 information, I mean, if you want to be
17 technical, no trade lines have ever appeared.

18 Q. (BY MR. O'NEIL) Okay. What was your
19 husband's reaction -- your husband never dealt
20 with the bureaus, right, directly?

21 A. Well, at that point in time, my husband
22 was too -- too angry to properly deal with
23 anybody.

24 Q. Oh, that's why you assumed the
25 responsibility?

1 A. Well, it's not totally. Part of the
2 reason I assumed the responsibility is a lot of
3 this stuff is all computer related. It all
4 relates to how the database is transmitted and
5 receive information, how they store information,
6 what the nature of the cliché is. And so when I
7 call customer service, I already know how the
8 systems work, it's easier for me to tell them
9 what's wrong and how to fix it.

10 Q. Well, it was also, according to your
11 husband, it was also because you were the one
12 that handled those matters for him, right?

13 A. Right. I'm the only one who would
14 probably know exactly which account number
15 should be appearing on the report in the first
16 place, because I pay all the bills for all these
17 car notes and loans and stuff.

18 Q. When -- Ms. Yeager once told me that
19 you wear the pants in the family. Would you
20 agree with that statement?

21 MS. YEAGER: Objection.
22 Foundation.

23 A. Yeah, I would agree with that statement
24 in terms of I wear the pants in the family. But
25 I wouldn't necessarily mean that that means

1 Steve assumes a subservient role. I mean, he
2 and I are partners in everything. I mean, to
3 me, the term "pants in the family" means like
4 I'm in charge and he does what I say, and that's
5 not how it is. We do a lot of things together.
6 Each of us have their own specialties and things
7 that we're good at, and those that are good, do,
8 and those that are good at other things, do
9 other things.

10 Q. (BY MR. O'NEIL) So, do you recall
11 explaining to your husband what you had learned
12 after you got this information from the credit
13 bureaus and the furnishers? Did you explain to
14 him at that time, I'm guessing this is in May of
15 2003, that Mr. Perez has opened up numerous
16 accounts using his Social Security number?

17 A. Well, I believe we had the discussion
18 in April when we first got the letter before I
19 even started calling, but by May and possibly
20 the beginning of June, we were aware that each
21 one of these furnishers in some cases had as
22 many as five, six, seven, eight accounts.

23 Q. Uh-huh.

24 A. So, I mean, you know, it's not 28
25 accounts, it's 26 credit cards, 11 automobile

1 loans and two mortgages are represented by this
2 data.

3 Q. I understand. Did you or your husband
4 -- well, strike that.

5 Did you take any comfort in knowing
6 that in fact TransUnion was maintaining separate
7 files regarding Mr. Perez and Mr. Millett, as
8 opposed to combining the information?

9 A. No. That's a complete fallacy. There
10 is no comfort in that whatsoever, because it
11 denied us the right to dispute the information,
12 to go back to the furnishers and make them
13 remove the data from their system.

14 It allowed Abundio to operate as an
15 independent person with a legitimate credit
16 report and a background check that allowed him
17 to get a job for like a significant period of
18 time.

19 Q. So, you would have preferred that
20 TransUnion combine the information regarding
21 your husband and Mr. Perez? Is that your
22 testimony?

23 A. Yes. Because at least then it would
24 have been visible and you could have disputed
25 it. What we had instead were people who just

1 didn't want to do business with us. Didn't just
2 want to grant us any credit whatsoever. And we
3 had no explanation why and nobody would give us
4 any information why.

5 I can sit here today in 2006 and tell
6 you that I can go back and through history and
7 point to numerous occasions where very funny
8 things happened as far as credit was concerned,
9 like when we were denied our first time home
10 buyer from FHA. But now with the information I
11 now have, I now know that that's a result of
12 information from Chase Mortgage contained right
13 here on this TU letter.

14 Q. Are you telling me that you know that
15 you were denied loans?

16 A. Well, no, we got the loan, but we only
17 got the loan because we have significant
18 resources and could afford to juggle until we
19 made the bank gives us the loan. You put enough
20 money down, they're going to give you the
21 mortgage eventually.

22 But I didn't get the same mortgage
23 someone else would have gotten if I wanted to go
24 in and have a first time buyer and put \$5,000
25 down and buy a house. That opportunity was

1 denied to me.

2 That opportunity was taken by Abundio
3 Perez as a result of this Chase Mortgage right
4 here. And this Chase Mortgage here was filed
5 with the Federal Housing Association in which
6 Mr. Perez was allowed under my husband's Social
7 Security number to take our first time buyer
8 from the FHA.

9 So, this credit report from TransUnion
10 that provided this Chase Mortgage credit report,
11 the one that I'm telling you about Mr. Knowell
12 (phon), Mr. Knowell has, is the one that caused
13 us to lose our right to have a first time buyer
14 purchase from FHA.

15 Q. So, when the FHA was considering your
16 loan application --

17 A. They already had Abundio.

18 Q. Can I finish my sentence?

19 A. Okay. I'm sorry.

20 Q. Is it your testimony that when the FHA
21 considered your loan application, that they had
22 pulled a TransUnion credit report?

23 A. Not FHA, no. Chase.

24 Q. Okay. So, Chase pulled a TransUnion
25 credit report?

1 A. They have all three, they pulled a
2 three in one. Most mortgage companies do.

3 Q. Do you have any evidence that Chase
4 pulled a TransUnion credit report in connection
5 with your FHA loan application?

6 A. We only have the data that's contained
7 in the subpoena from Chase, and I'm not sure if
8 they provided any documents or if those
9 documents were destroyed, because some of them
10 had documents destroyed.

11 Q. So, that's what I'm trying to figure
12 out what the facts are. What facts do you have?

13 A. I have the documents from the FHA.

14 Q. And do any of those documents indicate
15 that Chase pulled a credit report from
16 TransUnion?

17 A. I have the testimony of their fraud
18 person who told me on the phone when I contacted
19 him in relationship to the letter right here in
20 May where he told me he had a three-in-one
21 credit report from TransUnion, Equifax and
22 Experian.

23 Q. Relating to the FHA loan that you had
24 made?

25 A. No.

1 Q. Or relating to an application that
2 Mr. Abundio Perez had made?

3 A. It was for Abundio's FHA mortgage.

4 Q. Okay. Here's what I'm trying to
5 understand, I understand that all this is very
6 upsetting and I completely understand that. I'm
7 trying to understand facts which can stand up in
8 a court of law that somehow attributes whatever
9 damages you and your husband believe you may
10 have suffered to the conduct of TrueLink. Do
11 you hold TrueLink responsible for whatever
12 happened to your FHA loan in 1999?

13 A. Well, I didn't have a relationship with
14 TrueLink, as it was, until August of 2003, or,
15 yeah, 2003. So, to the extent that that
16 occurred prior to that point, the answer to that
17 would be I guess no. However, TransUnion would
18 still be responsible, and they're your parent
19 company, so. You know, but that has nothing to
20 do with the claims that have been filed here
21 which were for breach of contract.

22 Q. Right.

23 A. And I do understand the difference
24 between the two.

25 Q. Okay. Do you hold TrueLink responsible

1 for any denial of credit that you or your
2 husband may have suffered?

3 A. Well, to the extent that I guess
4 TrueLink is not a credit reporting agency, how
5 could they be responsible for a denial of
6 credit? I don't understand that.

7 Q. So the answer is no, right?

8 A. Well, the answer is no, but I don't
9 agree with that premise necessarily.

10 Q. What premise? Was there a premise in
11 my question?

12 A. No. There's a premise in your
13 contract. TrueLink asserts in its contract that
14 it's not a credit reporting agency, and that
15 their documents do not -- their reports do not
16 have to be Fair Credit Reporting Act compliant
17 because they're not a credit reporting agency.

18 Q. Well, the issue, Mrs. Millett isn't
19 whether or not they're a credit reporting
20 agency, the issues is -- to your knowledge,
21 TrueLink has never disclosed information
22 regarding your husband to anybody other than you
23 and your husband, right?

24 A. Well, I don't know who TrueLink sells
25 data to. So, I couldn't answer that question.

1 That would be TrueLink's business process, and I
2 don't know if their business arm is selling
3 products to third parties or whatever. I don't
4 know.

5 Q. Okay. Well, putting aside what you
6 don't know, let me ask you what you do know. Do
7 you have any information that would -- do you
8 have any evidence that TrueLink discloses credit
9 information regarding your husband to anybody
10 other than you and your husband?

11 A. I don't have any information to that
12 respect, no.

13 Q. And that's why you don't hold TrueLink
14 responsible for any credit denials that you or
15 your husband may have suffered, right?

16 A. Well, that's -- if that assertion
17 remains true, then, yes, that would be true.

18 Q. Okay. So, getting back to you said
19 that you would have preferred that TransUnion
20 merged the files of Mr. Perez and your husband,
21 because then you could have disputed Mr. Perez's
22 accounts, right?

23 A. We would have known a lot sooner. We
24 would have known in some cases, six, seven,
25 eight, nine years earlier.

1 Q. Well, why do you say that?

2 A. Because in 1998 when we went to buy our
3 house in Phoenix on less-than-favorable terms,
4 three-in-one credit reports were pulled. If the
5 Abundio data had already been merged with the
6 Steve Millett data, it would have appeared when
7 we pulled that credit report.

8 My husband went to apply for a car loan
9 in 1996 for the Ford Thunderbird, which was not
10 accepted, so we bought the car outright.

11 That particular -- if the data had
12 been merged, because Mr. Perez already had a
13 credit file at that time, we would have been
14 notified of the identity theft then. So, the
15 issue becomes -- is we would have been notified
16 much sooner, I mean, by a factor of years.

17 Q. Okay. So, let's assume that your
18 speculation is true. Then what would have
19 happened that hasn't already happened? What
20 benefit would accrue to you if in fact that had
21 occurred?

22 A. Well, we'd be further down the road to
23 restoring our life. This is a very time
24 consuming -- I mean, restoring your life after
25 identity theft is a very time consuming process.

1 Q. So --

2 A. It can take years.

3 Q. So, instead of going that process in

4 2003, you would have gone through it in 1999?

5 Is that your testimony?

6 A. Or in 1996. Or 1994.

7 Q. Okay. So, let's just say going with --

8 MR. O'NEIL: Why do you keep
9 touching your witness? I prefer that you not do
10 that.

11 MS. YEAGER: I am putting my hand
12 under the table, and what I have under the table
13 is my leg and a chair.

14 MR. O'NEIL: Okay, so you haven't
15 been touching your witness at certain points
16 during the deposition today?

17 MS. YEAGER: Not intentionally.

18 THE WITNESS: I kicked her once
19 earlier.

20 Q. (BY MR. O'NEIL) Let's say that
21 TransUnion had merged the two files, as you now
22 wish they had and you would have been alerted to
23 this identity theft. Then you would have
24 disputed Mr. Perez's accounts on your husband's
25 credit report, right?

1 A. Oh sure.

2 Q. And then, presumably, TransUnion would
3 have made sure that those trade lines never
4 showed up on your husband's credit file, right?

5 A. And any time he had gone to apply for
6 credit as well, the creditors would have known
7 that the number belonged to Steve Millett and
8 not Abundio Perez.

9 Q. Well, how -- I mean, when your husband
10 applied for credit, he didn't apply for credit
11 very often, when your husband applied for
12 credit, nobody thought that he was using
13 Mr. Perez's Social Security number, right?

14 A. That would not be a true statement.

15 Q. Oh, okay. Why is that not true?

16 A. Because my husband received specific
17 credit denials that specifically say "unable to
18 verify Social Security number."

19 Q. Well, that's because you put the
20 consumer statement on his file, right?

21 A. No. The Exxon Mobil was an Abundio
22 Perez account holder. The problem you're
23 missing with all this is once Abundio Perez goes
24 into somebody's computer system, and they only
25 allow one holder for each Social Security number

1 in that system, that well has been polluted.

2 Q. Okay, but that's not a problem with the
3 credit file, it's a problem with the internal
4 file of Mobil or Exxon or whoever it is, right?

5 A. No. That's a problem with the credit
6 file because the credit file is the one that
7 went out there and polluted the well in the
8 first place. Because you represented to those
9 people that this person was the legitimate
10 person to grant credit to.

11 Q. And all this is why you sued TransUnion
12 in July 2004, right?

13 A. It was part of the reason. An
14 additional reason was over the credit monitoring
15 products as well, yeah, uh-huh. Because, if I
16 remember correctly, the suit in 2004 also had
17 Fair Credit Reporting Act counts in it as well.

18 Q. Okay. Well, but it sounds to me like
19 you've got two separate types of claims that
20 you've alleged in all these lawsuits. One has
21 to do with the identity theft and the fact that
22 you believe certain companies, Bank of America,
23 Ford Motor, maybe even the credit bureaus,
24 somehow facilitated the identity theft that you
25 discovered in early 2003, right?

1 A. That's correct, yes.

2 Q. Okay. And then you've got other claims
3 that say and then after I discovered this
4 identity theft, I bought credit monitoring
5 products and they didn't work, right?

6 A. Correct.

7 Q. The only claims you have left against
8 TrueLink are those latter claims that the
9 product didn't work, right?

10 A. That is correct. But to the extent
11 that the product sits on top of the data, the
12 fact that the bureau is or is not providing you
13 all of the data or whether or not it's providing
14 to you and you're not providing it to me, I
15 think that's relevant to TrueLink's claims.

16 Q. What data has TrueLink not provided to
17 you that you believe they should have provided
18 to you?

19 A. Public record judgements were filed
20 with my husband's Social Security number in 2004
21 while we were subscribed to the product that
22 were not notified in the product. In addition
23 to that, there were credit accounts belonging to
24 Abundio Perez over 2004 and 2005, most notably
25 which would be the Home Depot account and J. C.

1 Penney's account, and then later the CB USA,
2 Citibank USA account that were relabeled to
3 Steve Millett's name and address and/or
4 variations thereof that were never alerted in
5 the product.

6 According to your own documents which
7 you've supplied, the actual credit monitoring
8 subscription itself as registered with TU was
9 allowed to fall off and lapse for well over
10 three months before it was finally restored and
11 put back on while you were charging us.

12 And in the meantime, the product
13 proceeded to produce blank alerts which would
14 tell you you have an alert, something's changed
15 in your file. You would go into the product,
16 click on the web link, the alert would come up
17 and be a completely blank white box with nothing
18 in it. And I had just used my quarterly credit
19 report from the product, because the product
20 only gives you one report quarterly, and I would
21 be forced to buy a new report thinking it was
22 going to show me some change, and then there was
23 nothing. It matched the report I had just
24 opened two weeks ago from my quarterly allowance
25 and I had just -- now I'm out 9.95.

1 Q. Any other complaints that you have
2 against the TrueLink product?

3 A. I'm sorry, I'm thinking.

4 Q. Take your time.

5 A. Yeah, my other complaint on the
6 TrueLink product would be that the product is
7 being marketed now for bulk purchase for
8 companies that are now purchasing it to give to
9 their data breach victims.

10 Q. Are there any other complaints, other
11 than what you just described, that you have
12 regarding the credit monitoring service that you
13 bought on behalf of your husband from TrueLink?

14 A. Well, the lack of notification e-mails,
15 they could have provided an alert at any time
16 that said, hey, someone's using your Social
17 Security number. They don't have to give me
18 Abundio's file, but they could have said, hey,
19 your Social Security number appears in six other
20 people's credit reports. I think that to me
21 would be a big indicator that you had a problem.
22 And it wouldn't violate anybody's privacy.

23 Q. Anything else?

24 A. Notification as to the inquiries. When
25 soft inquiries are generated, because a lot of

1 these fraud people that are out there doing
2 fraud research for the furnishers made soft
3 inquiries. If soft inquiries, the people who
4 make soft inquiries or make hard inquiries that
5 they disclose the information used to generate
6 the inquiry.

7 In other words, if they were looking
8 for give me data on [REDACTED] the name was
9 Abundio Perez and you showed them Steve
10 Millett's credit report, I think I have a right
11 to know that.

12 Q. I'm not sure I understand.

13 A. Okay, we'll go back to this exhibit
14 here. Because it'll be easier for me to show
15 you. For example --

16 Q. For the record, what exhibit are you
17 referring to?

18 A. This is Exhibit No. 12.

19 Q. Thank you.

20 A. On Exhibit No. 12, do you remember me
21 telling you about the Farmers Insurance exhibits
22 inquiries that were listed on here as a
23 permissible purpose where I could not identify
24 to you whether these are Abundio Perez's
25 insurance policies or my husband's insurance

1 policies? It's on Page 2 of 3 at the top where
2 it says "Farmers".

3 Q. So, what you're saying then is you
4 think TrueLink should have told you what
5 identifying information was used by the
6 inquirer --

7 A. To generate this inquiry.

8 Q. Okay. Is this just something you wish
9 they would do or is that something you actually
10 believed that you would get as part of this
11 service?

12 A. Well, I would think that if inquiries
13 were being generated as a result of the Abundio
14 Perez's information, like the Citibank inquiry
15 la was that that information would be disclosed
16 to me. Because it would be an indicator of
17 identity fraud, and they're promising complete
18 identity theft protection. So, I mean, the
19 Citibank USA inquiry that appears on the
20 TransUnion credit reports from later on in 2004
21 I believe and 2005 that particular inquiry was
22 generated -- my husband doesn't have an account
23 with Citibank and never did. It was generated
24 as a result of this account that's listed here
25 on this portion of the TransUnion letter from

1 what used to be Home Depot.

2 Q. So, you didn't need to get the
3 identifying information, you knew right away
4 there wasn't related to your husband, right?

5 A. Which one?

6 Q. The Citibank one?

7 A. The Citibank one I knew, yes. Because
8 they called me.

9 Q. Well, no, when you saw this Citibank
10 one, you said wait a minute, my husband doesn't
11 have a Citibank card, he never applied for
12 Citibank. I happen to know that Perez did. You
13 knew right away without getting information from
14 TrueLink that that was what you believed to be a
15 fraudulent inquiry?

16 A. No, it was not. Because Citibank is
17 also a furnisher, they provide card services for
18 numerous individuals besides Home Depot. So,
19 for example, we don't have a Citibank card, that
20 doesn't necessarily mean that some card that we
21 do have is not managed by them.

22 Q. When you saw the inquiry, did you think
23 it was a fraudulent inquiry?

24 A. I had questions about it, but I didn't
25 know if it was fraudulent or not fraudulent

1 until I got more information on it. I mean, you
2 can't look at an inquiry and just go
3 automatically this inquiry is fraudulent. But
4 if you know this Farmers -- because I have -- we
5 had Farmers Insurance. But if this Farmers
6 Insurance had come through and said, you know,
7 the information that we used to produce this
8 inquiry said Abundio Perez in Los Angeles,
9 California, I would have been going, uh, wait a
10 minute, that's not me.

11 Q. Well, TrueLink told you that they would
12 advise of any inquiries, right, so that you
13 could investigate if you wanted to? TrueLink
14 didn't tell you that we're going to give you all
15 the identifying information that was used to
16 make that inquiry; isn't that correct?

17 A. Well, here's the problem.

18 Q. Could you just answer my question
19 before you go off and whatever it is you want to
20 say?

21 A. I'm -- I am trying to answer your
22 question.

23 MR. O'NEIL: Could you please
24 read my question back so that that's what she's
25 answering?

1 (Whereupon, the requested portion
2 of the record was read by the reporter.)

3 A. No, that's not correct.

4 Q. (BY MR. O'NEIL) What's not correct
5 about it, ma'am?

6 A. It's not correct because the inquiry
7 that you're presenting on a report with Steve
8 Millett's name and Social Security number should
9 be associated with that particular individual.
10 So, based on the way your product -- based on
11 the way you just presented that, the Citibank
12 inquiry should never have appeared on
13 Mr. Millett's report or they should have never
14 been given the report.

15 Q. Maybe you misunderstood my question. I
16 was asking you about what TrueLink told you they
17 would do. Did TrueLink ever tell you that when
18 we alert you to an inquiry, we're going to give
19 you all of the information that was used to make
20 that inquiry?

21 A. Well, my understanding is when you say
22 complete, you mean complete.

23 Q. I will ask the question again. When
24 TrueLink advised you that as part of the credit
25 monitoring service that you would be alerted to

1 inquiries, did TrueLink further tell you that
2 you would be receiving the identifying
3 information which formed the inquiry?

4 A. They already -- they provide the --
5 they do provide the identifying information of
6 the furnisher in the inquiry.

7 Q. You know what we're talking about here,
8 Mrs. Millett. We're talking about the
9 identifying information that the furnisher sent
10 to the credit bureau.

11 A. Okay. But from where I sit, for that
12 inquiry to be on Mr. Millett's report in the
13 first place, that inquiry should have contained
14 Mr. Millett's information.

15 Q. So, your complaint is on what
16 TransUnion puts and doesn't put on your
17 husband's file, right?

18 A. Well, that's correct. And then the
19 assertions that are made by TrueLink on the
20 basis of information that they know about how
21 the file behaves that they're not sharing with
22 the general public.

23 Q. I will go back to my original question.
24 TrueLink never told you that when it would alert
25 you and your husband to an inquiry, that it

1 would provide the name, address and Social
2 Security number that was provided by the data
3 furnisher as part of the inquiry; isn't that
4 correct?

5 A. I believe the only word it uses is the
6 word "inquiry," it doesn't specify how complete
7 or not. But there are other advertisements in
8 the actual product advertising where they talk
9 about and use the words such as "total,"
10 "complete," you know.

11 I mean, I'm sitting here going if
12 you're going to provide an alert about an
13 inquiry, and you're going to say you have an
14 inquiry and that inquiry was generated as a
15 result of data that does not match the file
16 you're presenting it in, how can you not
17 acknowledge that that's some form or a possible
18 fraudulent activity that would need be
19 identified by a product that advertises complete
20 identity theft production.

21 MR. O'NEIL: I think it's time to
22 change the tape, so let's take a break.

23 VIDEOGRAPHER: We are now going
24 off the record at 12:35.

25 (Recess.)

1 VIDEOGRAPHER: It is now
2 1:43 p.m. and we are back on the record. You
3 may continue.

4 Q. (BY MR. O'NEIL) Thank you. Good
5 afternoon, Mrs. Millett.

6 A. Good afternoon.

7 Q. Do you understand that you're still
8 under oath?

9 A. Yes.

10 Q. Are you aware of any instances after
11 August 6th of 2003 in which Mr. Perez used your
12 husband's Social Security number to open up a
13 new account?

14 A. I believe that there are possible
15 instances of that, yes. But I have no
16 definitive proof let's just say.

17 Q. Do you have any proof?

18 A. Well, his house on Pico Street was
19 refinanced in like the spring of 2005 or four, I
20 believe, I can't remember which year exactly it
21 is. And I don't know if that information is
22 currently being reported under Steve Millett's
23 Social Security number or not. I know the
24 number is attached to the file, but I'm not sure
25 if it was used in the initial credit granting

1 process. Or that his wife was not the one that
2 was using the number. So, I mean, that's what
3 the issue is there.

4 Q. Any other possible openings of accounts
5 by Mr. Perez using your husband's Social
6 Security number that you're aware of?

7 A. Judgements that were reported in the
8 Ford Motor case when Ford Motor obtained a legal
9 judgement using Steve Millett's Social Security
10 number, I believe that one was in 2004 as well.
11 That's when they start calling to collect the
12 judgement.

13 Q. Ford Motor had a judgement entered
14 against Mr. Perez?

15 A. Yes.

16 Q. How did you learn that?

17 A. There were two ways I learned about
18 that. One was through LexisNexis public records
19 search, and the other one was via phone calls
20 that were made by Ford Motor Credit to the house
21 about Mr. Perez's debt that was outstanding.

22 Q. Do you know why -- was Mr. Perez not
23 paying his bills to Ford Motor? Is that what
24 prompted the judgement, do you know?

25 A. What prompted the judgement was the

1 cars were repossessed, and the sell-off of the
2 cars did not satisfy the note deficiencies.

3 Q. Okay. And the cars were repossessed
4 because you alerted Ford Motor to the fact that
5 Mr. Perez had submitted a fraudulent
6 application, right?

7 A. No, because when I initially alerted
8 Ford Motor, they took no action.

9 Q. Do you have an understanding as to why
10 Ford Motor repossessed the cars?

11 A. Yes, because I sent an e-mail to the
12 CEO.

13 Q. So you prompted the repossession of the
14 automobiles?

15 A. Yes.

16 Q. Okay. And you also succeeded in having
17 many of Mr. Perez's credit grantors close his
18 accounts, right?

19 A. That would be a true statement.

20 Q. Okay. How many accounts do you think
21 you managed to have closed?

22 A. Well, I know I was successful in a
23 majority of cases. It's probably easier to talk
24 about the exceptions than it is to talk about
25 the ones that were actually closed, because, I

1 mean, to sit there and try and rattle off I
2 closed this one or I closed this one, it's
3 not --

4 Q. That's fine. But your understanding is
5 that you succeeded in having most of the
6 accounts that you learned about through
7 TransUnion's April 2003 letter that they be
8 closed?

9 A. Some of the accounts were already
10 inactivated. What I succeeded in doing is
11 marking them so they could not be reactivated.
12 But then there were some accounts that were not
13 closed. And even though the furnishers in
14 question said that they had been closed, they
15 did not close them. And then there were of
16 course some accounts that I did close.

17 I don't know if I'd characterize it as
18 "most" simply because there's a mixture in there
19 of different account statuses.

20 Q. So, let me ask you about how you've
21 been able to remedy the misuse of your husband's
22 Social Security number. Or maybe put another
23 way how you were able to limit Mr. Perez's
24 ability to benefit from the misuse of your
25 husband's Social Security number. You prompted

1 Ford Motor to repossess his two cars, right?

2 A. It took six months, but yes.

3 Q. Okay. You were able to have some of
4 his accounts closed, right?

5 A. Yes.

6 Q. Are you aware of any other consequences
7 to Mr. Perez resulting from your investigation
8 of what he had done?

9 A. Yes. He was convicted by the
10 Department of Motor Vehicles of lying to the
11 California DMV.

12 Q. Do you know what kind of penalty he got
13 as a result of that conviction?

14 A. I have no idea. I know that it
15 originally went up there were like three charges
16 that were made, I think that was the only one
17 that was eventually followed through on. I
18 think they were either dropped or reduced or he
19 pled guilty or however that works.

20 Q. And have you seen any court records or
21 police records that indicate the criminal
22 charges being filed against him?

23 A. I think the record that we received was
24 like just a partial record of what that
25 information contained, like there were three

1 charges. I think that was another LexisNexis by
2 credit card public record thing. So, whatever
3 the little blurb is that's available for that
4 online, then that's what I saw.

5 Q. Aside from the repossession of the car,
6 the closing of certain accounts and the
7 conviction, are you aware of any other
8 consequences to Mr. Perez as a result of your
9 efforts?

10 A. I'm not sure, but I believe that at
11 some point in time that he lost his employment
12 and/or that his employer made him come back
13 using a different name and Social Security
14 number. That would be Bonds.

15 Q. Because you contacted the credit union,
16 right?

17 A. I contacted his employer directly.

18 Q. Okay. And you advised his employer
19 that he was using your husband's Social Security
20 number?

21 A. Uh-huh.

22 Q. And you think that he may have lost his
23 job as a result of that?

24 A. Well, no, I know he's working there
25 again now.

1 Q. Okay.

2 A. But he may be using a different name
3 and Social Security number.

4 Q. Are you aware of any other consequences
5 to Mr. Perez as a result of your efforts?

6 A. Not directly. I mean, unless other
7 parties have taken actions that I'm not aware
8 of, so.

9 Q. I mean, is it fair to say that
10 Mr. Perez learned that the people whose SSN he
11 stole were after him?

12 A. I would --

13 MS. YEAGER: Objection.

14 Foundation. Misstates the evidence.

15 A. I'm sorry. Repeat the question.

16 MR. O'NEIL: Misstates the
17 evidence? I'll withdraw the question.

18 Q. (BY MR. O'NEIL) Given that you were
19 able to -- given that his two cars were
20 repossessed, he had some accounts closed without
21 any action by him, he was convicted by the
22 California DMV for submitting -- I'm sorry, he
23 was convicted for submitting false information
24 to the California DMV, his employer learned
25 about his misuse of the Social Security number,

1 would you say it's fair to say that he was aware
2 that his misuse of your husband's Social
3 Security number had been discovered?

4 A. I would say that that was probably a
5 fair statement.

6 Q. Yeah. Do you have any reason to
7 believe that despite all that knowledge he
8 continued to use your husband's Social Security
9 number?

10 A. It's possible him or his wife, and that
11 there's now a new file for his wife using the
12 number.

13 Q. File where?

14 A. At the credit bureaus.

15 Q. How do you know that?

16 A. Because there have been inklings of
17 documents and things that are contained in
18 documents, like the house purchase I was talking
19 about earlier, where Abundio Perez's name is not
20 on it but the Social Security number is on it
21 and his wife's name is on it and the house is
22 now titled in the public records solely in
23 Manuela's name. So, it is possible that they
24 just exchanged numbers now, and they are now it
25 at whatever it is they were doing again.

1 Q. On behalf of your husband, you
2 purchased certain products from TrueLink in
3 August of 2003, right?

4 A. Yes, sir.

5 Q. Okay. And have you always been the one
6 to access the e-mails and the website of
7 TrueLink on behalf of your husband?

8 A. Pretty much, yeah, uh-huh.

9 Q. Okay. I mean, to your knowledge, your
10 husband never accessed the website, right?

11 A. Not where he went like by himself and
12 logged in, no.

13 Q. Okay. And you testified I believe
14 earlier today that you let the subscription to
15 credit monitoring lapse in November of 2006
16 because -- when the credit card was no longer
17 active, right?

18 A. Correct.

19 Q. Okay.

20 A. But the subscription probably would
21 have continued on for like three months, because
22 I think they renew it quarterly. So, you know,
23 that was the last payment that was made. So
24 whatever it is, three months or the quarter is
25 after that date is probably when it expired,

1 which January, maybe February of '07, I don't
2 know.

3 Q. Okay. Did you continue to get e-mails
4 from TrueLink until January or February 2007?

5 A. I got an e-mail from TrueLink yesterday
6 advertising for me to come back and resubscribe
7 to the product.

8 Q. Did you continue to get e-mails, credit
9 monitoring alert e-mails, from TrueLink until
10 January or February this year?

11 A. Well, they only give you -- send you an
12 alert if you -- if there's been a change.

13 Q. Okay.

14 A. So, there's not been an alert e-mail in
15 January or February of '07.

16 Q. When was the last time you got an
17 alert?

18 A. Oh, it's been I think in December some
19 time.

20 Q. December of 2006?

21 A. Yeah.

22 Q. Okay.

23 A. When we bought the car.

24 Q. That inquiry prompted the alert; is
25 that right?

1 A. I think it was the reporting of the new
2 trade line that prompted the alert.

3 Q. Okay. Wouldn't you also get e-mails if
4 there were no alerts? Like after a month, would
5 you also get an e-mail saying there's been no
6 alerts in the last month?

7 A. Some months you get those, some months
8 you don't.

9 Q. Okay.

10 A. I don't know if it's a problem with the
11 spam filters or whatever. I mean, I have my own
12 personal spam filter and I check those pretty
13 regularly to make sure that I get all the
14 e-mails that I need to be getting. But
15 sometimes you can get black listed at a domain
16 and, for example, sbcglobal, which is my ISP
17 rejects all the e-mail from that provider before
18 it even gets to your mailbox.

19 Q. Did e-mails from TrueLink ever show up
20 in your spam folder?

21 A. Occasionally they'll show up in the
22 spam folder and I just take them out and put
23 them back in my regular white list folder.

24 Q. Since you filed this lawsuit in 2004,
25 have you printed out of the all of the e-mails

1 you got from TrueLink?

2 A. No. They're in electronic format.

3 Q. Okay. So you have all of those e-mail
4 in electronic format?

5 A. If I've received them, minus -- I can't
6 say I have every single one of them. I had a
7 massive hard drive failure at one point in my
8 computer, and I lost a lot of data. So, I mean,
9 to the extent that I had it backed up and it was
10 on a backup disk, I have that information. But
11 if it wasn't on the backup disk, it may have
12 been lost, so I could be missing a couple.

13 Q. When did the hard drive failure occur?

14 A. I'm trying to think, I think it was in
15 December of '04. I've had more than one. I've
16 had two over the course of the litigation.

17 Q. When was the other failure?

18 A. I think I had another one at the end of
19 '05 or beginning of '06 where I had a hard drive
20 just die. I have a ray-to-ray, so that's two
21 hard drives stacked on top of each other and
22 basically they operate together as one full
23 drive. And so if one fails, sometimes you lose
24 information.

25 Q. Have you made any effort to -- well,

1 strike that.

2 Do you know that TrueLink has served
3 requests for documents on you and your husband
4 in connection with this lawsuit?

5 A. Yes.

6 Q. And did you ever review those requests?

7 A. Yes.

8 Q. Okay. And did you make any effort to
9 give documents to your lawyers at that time in
10 response to that request?

11 A. Yes.

12 Q. Okay.

13 A. But my lawyers have received all the
14 documents, most of the documents they received
15 up front. Documents relating to e-mails from
16 the product that have been ongoing since 2004 to
17 current are sent to my lawyers on a regular
18 basis.

19 Q. Have you sent e-mails to your lawyers
20 that you -- strike that, that was a bad
21 question.

22 Have you sent to your lawyers e-mails
23 that you have received from TrueLink since
24 August of 2005?

25 A. I believe so.

1 Q. I mean, because you got e-mails, many
2 e-mails after August of 2005, right?

3 A. I've gotten some e-mails, yes.

4 Q. Okay.

5 A. Those are all zipped up and forwarded
6 on a regular basis. I send those ought.

7 Q. Okay.

8 A. So, if they exist, they've been
9 produced.

10 Q. To your lawyers?

11 A. Yeah.

12 Q. But you don't know if the lawyers have
13 produced them to us, right?

14 A. What do you mean? No, I don't know
15 that.

16 Q. Right. Have you viewed the website,
17 the True Credit website, since August of 2003?

18 A. Yes.

19 Q. And how frequently have you reviewed
20 the website since then?

21 A. I don't know how you would -- how
22 frequent -- how you would characterize frequent.
23 I mean, you go in and you get a quarterly credit
24 report, that report doesn't change for the life
25 of the quarter.

1 Q. If I can interrupt you. I understand
2 that you obtained products from TrueLink, like
3 credit reports and scores, whatever else. What
4 I'm asking is, whether or not, separate and
5 apart from retrieving that information either in
6 an e-mail, whatever, have you ever just like
7 viewed the, you know, the general website itself
8 that's available to everybody?

9 MS. YEAGER: I'm going to object
10 to the extent this would call for you to reveal
11 attorney-client privilege to the extent that any
12 of that has been done as work product in the
13 course of working with your attorneys and it has
14 been discussed as attorney-client privileged,
15 you're not to disclose that.

16 Q. (BY MR. O'NEIL) Okay, let's be clear
17 because I don't think Ms. Yeager understands my
18 question. I'm not asking about any
19 communications you've had with lawyers. I'm not
20 asking why you viewed the website. I'm not
21 asking you if you did it at the instruction of
22 your counsel.

23 I'm simply asking if, since August of
24 2003, you have viewed the pages of the website
25 that, for example, describe the credit

1 monitoring product?

2 A. Yes, I have. Because you'd have to in
3 order to be able to get to the product. You
4 cannot access your subscription without going
5 through the TrueLink site. So, to the extent
6 that you would go out online --

7 Q. Okay.

8 A. -- to view your report, you would have
9 to go through the website in order to get there.

10 Q. I mean, there's product pages which
11 describe the products that TrueLink sells,
12 right?

13 A. Oh sure.

14 Q. So, if you want to access your alert,
15 do you have to read through all of the marketing
16 materials regarding the credit monitoring
17 product?

18 A. Well, they're on the front page right
19 when you get to the TrueLink.com site. So, I
20 mean, the marketing materials are right there,
21 the ad is right there when you get to the web
22 page.

23 Q. Did you print -- whenever you would
24 visit the site, did you print out pages from the
25 website that you viewed?

1 A. Well, I believe in 2003 I did, but I
2 don't do it on every occasion, no.

3 Q. Well, I'll show you some pages that
4 have the description on TrueLink's website in
5 August of 2003 regarding the credit monitoring
6 product. Is it your testimony that in order for
7 you to access any product from TrueLink, you had
8 to look at that page or go through that page
9 first?

10 A. I believe in the upper right-hand
11 corner there's a little button that says "log
12 in" that's what you click on to log on to the
13 product.

14 Q. Okay. That's on the home page?

15 A. Yeah.

16 Q. Okay. There's a home page and then
17 there's pages that describe particular products,
18 right?

19 A. Well, the home page has products
20 described on the front of it.

21 Q. I understand. I understand. And --

22 A. And I might click those ads and go and
23 view some information, but where that takes me
24 to --

25 Q. Okay.

1 A. -- in the site I can't say without the
2 HTML code in front of me that say this page
3 links to this page.

4 Q. With I believe the exception of two
5 pieces of paper, the only website -- the only
6 screen prints from the TrueLink website that
7 were produced by your lawyers are in August of
8 2003?

9 A. That would be a true statement. I
10 haven't printed anything from the website since
11 then I don't think.

12 Q. Okay.

13 A. Unless maybe there's a printed credit
14 report or something like that where I've gone in
15 and printed out the product credit report.

16 Q. I understand. Have you ever viewed the
17 description that TrueLink has regarding credit
18 monitoring service since August of 2003?

19 A. It's all over the web. I mean,
20 obviously I do a lot of Google research on
21 identity theft. So, I mean, every time I go to
22 Google, I get an ad or marketing for TrueLink
23 when you do searches associated with identity
24 theft. So, you know, you click on the link and
25 you look at the stuff. So, where that goes, I

1 don't know if that's at TrueLink's site or if
2 that's at another site.

3 Q. Right now I'm just talking about the
4 TrueLink website. Have you ever viewed
5 TrueLink's description of the credit monitoring
6 product since August of 2003?

7 A. I just answered that question, yes.
8 But it's been as a result of I'm on Google, I'm
9 researching identity theft matters and a link
10 will come up for TrueLink that's protect your
11 identity or whatever and I might click on it and
12 that will take me to a page. Now, whether
13 that's in TrueLink's site or not in TrueLink's
14 site, I can't say. But it is marketing material
15 for the TrueLink product.

16 Q. But you never printed that out?

17 A. No.

18 Q. Do you think it's relevant to this
19 lawsuit?

20 A. What?

21 Q. The marketing of the credit monitoring
22 product that you saw since August of 2003? Do
23 you think that's relevant to this lawsuit?

24 A. Well, I mean, yeah, it's relevant.

25 Q. Okay. Did you notice any changes in

1 the marketing of the product since August of
2 2003?

3 A. There's been subtle changes in wording
4 and whatnot.

5 Q. Uh-huh. And do you think those changes
6 made the marketing more accurate, less accurate
7 or didn't make a difference?

8 A. Well, I still think that the marketing
9 the way that it's currently being phrased and
10 presented to people leads people to believe that
11 the product contains features and services that
12 it does not contain, yes, I believe it's still
13 inaccurate.

14 Q. But you couldn't really tell me in what
15 way, because you don't have that actual
16 marketing materials, right?

17 A. Well, if you'd like, I'll go home
18 tonight and print out the site and I'll send it
19 to you and I'll tell you why I think it's
20 inaccurate.

21 Q. That might be helpful actually.

22 MS. YEAGER: Counsel's going to
23 request that you put that request in writing.

24 MR. O'NEIL: Well, I think --
25 well...

1 Q. (BY MR. O'NEIL) From August of 2003
2 until the time that your subscription lapsed,
3 had you been paying on a monthly basis for the
4 credit monitoring service from TrueLink?

5 A. I believe it's billed quarterly.

6 Q. Okay.

7 A. And I believe there's also a period of
8 time between August of 2003 and August -- and
9 2006 when the last payment was made that there
10 was a period of time which the product was
11 provided pro bono, I believe it was three months
12 or four months or whatever, and that was a part
13 of the discussions with Amanda.

14 Q. Okay. But during -- since August of
15 2003 until some time recently, you had access to
16 the credit monitoring service; is that right?

17 A. For the most part, yes.

18 Q. Okay. Did the access lapse at any
19 time?

20 A. Well, there was the period of time
21 where it was sending out alerts and the
22 alerts -- you would log into the products and
23 the alerts were blank. So, you could say that
24 the product was malfunctioning.

25 Q. Uh-huh. With the exception of some

1 free months that you think Amanda promised you,
2 as far as you know, did you and your husband pay
3 for the product during that entire time period?

4 A. Yes.

5 Q. And have you made any effort to find
6 records that showed that you had paid for those
7 products?

8 A. I believe they're on your documents
9 that you produced where it has my credit card
10 number and my name and the dates and the amounts
11 that were paid, so.

12 Q. And you reviewed that information?

13 A. I reviewed that information.

14 Q. Was it accurate?

15 A. I think it's probably accurate for the
16 time period it covers. I'm not sure it covers
17 the entire time period, because they may be
18 rolling transactions off or whatever.

19 Q. Have you made any effort yourself to
20 find proof in your records as to when you've
21 paid TrueLink?

22 A. Well, I mean, I have my bank statements
23 if that's what you're referring to.

24 Q. Well, I'm just asking if you made any
25 efforts to find your own records?

1 A. Well, yeah, I have my bank records.

2 Q. Have you looked at those for that
3 purposes?

4 A. I look at my bank records everyday, but
5 not just for that purpose.

6 Q. Okay. If we can just focus on what my
7 question -- I'm sure you look at your bank
8 records for other purposes, that's not what I'm
9 asking you. What I'm asking you is, have you
10 ever made an effort to review your own bank
11 records to determine what you've paid TrueLink
12 over the years?

13 MS. YEAGER: I'm going to object
14 to the extent this has been done as the result
15 of attorney-client information and direct you
16 not to disclose anything we might have discussed
17 that was privileged.

18 Q. (BY MR. O'NEIL) Okay, well, once again
19 I'm not asking about your conversation. I think
20 to date I've never asked about your
21 conversations with your lawyers. So, let's go
22 back to what I'm asking you.

23 Have you made any effort to determine
24 to find in your record what you paid TrueLink?

25 A. Yes, me and my attorneys are working on

1 that.

2 Q. What have you done in that regard?

3 A. I'm working on obtaining and providing
4 all the bank records, which are having to be
5 extracted from microfilm at the bank.

6 Q. Really? You don't have copies of your
7 own bank statements in your home?

8 A. Of course not. Bank statements through
9 the mail are the best way to have your identity
10 stolen at the mailbox.

11 Q. Okay. So, when -- you've asked the
12 bank for these records?

13 A. Yes.

14 Q. When did you ask them?

15 A. I believe about a week ago.

16 Q. And when are you going to get them?

17 A. Don't know until the people in India
18 write back and tell me, because you know online
19 banking is all done via e-mail. So, I've sent
20 the request out and they're supposed to respond
21 as to whether or not and how far back the
22 information exists.

23 Q. It was just a week ago that you made
24 this inquiry?

25 A. I think it was just a week ago that the

1 specific question came up of the specific
2 charges that people wanted the information for
3 that. So I went out to get the bank records
4 specifically for this purpose.

5 Q. On behalf of your husband, you've also
6 purchased credit reports and other products from
7 TrueLink, right?

8 A. That would be correct.

9 Q. None of those are really mentioned in
10 your complaint though, do you recall that? I
11 mean, your complaint is about credit monitoring,
12 that's the product you reference in the
13 complaint?

14 A. Correct.

15 Q. Do you -- are you suing -- are you
16 suing TrueLink with regard to the other products
17 that you purchased other than credit monitoring?

18 A. I think we've reduced it just down to
19 the breach of contract for the credit monitoring
20 TrueLink product, so yes. But, I mean, in the
21 beginning, I think that we were suing for fair
22 credit reporting violations which would have
23 concerned the reports that were involved.

24 Q. And are you suing -- have you ever
25 purchased credit monitoring for yourself?

1 A. No. Not that I'm aware of.

2 Q. Okay. Have you ever purchased any
3 products from TrueLink for yourself?

4 A. I think there was a purchase made for a
5 three-in-one credit report for myself at some
6 point in time. But I cannot find the records
7 that are associated with it.

8 Q. When did you make this purchase?

9 A. I mean, I don't recall the exact time
10 period. I know that there was a time period
11 that we bought both reports for my husband and
12 myself, because we didn't know what was going on
13 with all of the banking information and
14 everything was all chaotic. So, there was a
15 point in time where I had both my report and his
16 report.

17 Q. From TrueLink?

18 A. Well, from TransUnion. I don't know if
19 it's TrueLink or not. You know, it's very hard
20 to delineate that relationship. You know, if
21 you buy the credit report online and you go to
22 TransUnion.com, you get a credit report through
23 TrueLink. So, whether I bought the report from
24 TransUnion or TrueLink, I don't know. I can
25 only tell you that I bought a report. Now, I

1 bought a three-in-one report. Now, I can't find
2 any record of it. I went through your
3 documents, I couldn't find any record of it.
4 So, I know I've seen the report, I just can't
5 find the copy anywhere, and so I don't know
6 where it is or -- I mean, it's not a figment of
7 my imagination because I know we went through
8 all the data contained in there, there were some
9 errors.

10 Q. You say it's not a figment of your
11 imagination. Let's figure out what you do know
12 that you can testify to under oath. Can you
13 testify under oath that you ever bought a
14 three-in-one credit report on yourself from
15 TrueLink?

16 A. I can't give you 100 percent definitive
17 answer on that because I think I did, but I'm
18 not entirely sure.

19 Q. Well, actually, you already have given
20 us 100 percent definitive answer on that; isn't
21 that right?

22 MS. YEAGER: Objection. Asked
23 and answered.

24 A. I have a subscription. I have a log-in
25 ID and stuff and information for TrueLink which

1 would be used to purchase a product. But there
2 is no record remaining in the product that I
3 ever bought a credit report, and I don't have
4 the credit report.

5 Q. You're talking about the documents that
6 TrueLink produced, right?

7 A. No, I'm talking about my web account at
8 TrueLink where I log in with my user name and
9 password and when you --

10 Q. Are there any documents reflecting
11 those facts --

12 A. What?

13 Q. -- in your possession? That you have a
14 separate account for yourself with TrueLink? Do
15 you have any documents that reflect that fact?

16 A. They're in your documents.

17 Q. Ma'am, I'm asking about your files.
18 I'm asking about what you know and what's the
19 basis for your testimony and your interrogatory
20 answers, so I'm going to ask it again.

21 Do you have any records originating
22 from your files to support your sworn
23 interrogatory answer that you have purchased
24 products yourself from TrueLink?

25 MS. YEAGER: Objection. Assumes

1 facts not in evidence. Foundation.

2 A. All I have is the web product. If
3 you'd like me to log in and show you the fact
4 that I have my own log-in with a user name and
5 password, I would be more than happy to do that.

6 Q. (BY MR. O'NEIL) Well, the fact that you
7 have -- well, actually, we've asked for that
8 information and we're still waiting for it, so.

9 A. Which information?

10 Q. Any proof that you bought a product
11 from TrueLink. We've asked for that. Are you
12 aware of that? Are you aware that when we first
13 sent the first set of document requests months
14 and months and months ago, it asked for all
15 records regarding purchases by either one of
16 you?

17 A. I understand that.

18 Q. Okay. And at that time, did you make
19 any effort to search your records for proof that
20 you had purchased products on your behalf?

21 A. We produced our banking records at that
22 time which show the charges from TrueLink, the
23 ones that we had at that time. Now, we're going
24 back to 2003, so I have to go back and get
25 additional bank statements to support that. But

1 I'm --

2 Q. Let me interrupt you. You produced
3 banking statements?

4 A. My attorneys have had bank records for
5 me for quite a while.

6 Q. Oh really?

7 A. They were produced I believe in some
8 other case.

9 Q. Well, they weren't produced in this
10 case. Matter of fact I've been asking
11 Ms. Yeager, and she keeps telling me that
12 they're coming, they're coming. But you're
13 telling me that she has them; is that right?

14 A. Well, there were bank records produced
15 in a limited fashion for the Bank of America
16 case, because that is the bank in question that
17 we're talking about. So, bank records of course
18 in that case were produced.

19 Q. Do you remember getting an
20 interrogatory directed to you in this case?

21 A. Yes, there were three questions on it I
22 believe.

23 Q. Right. And the first question was,
24 have you ever purchased from TrueLink a credit
25 score or other information regarding your credit

1 report. Do you recall that being the first
2 question?

3 MS. YEAGER: Objection.
4 Foundation.

5 MR. O'NEIL: Well...

6 A. Yes, I recall the interrogatory answer.

7 Q. (BY MR. O'NEIL) Okay. And what was
8 your answer?

9 A. I believe the answer is yes.

10 Q. And what was the factual basis for that
11 answer?

12 A. Because I believe I bought a
13 three-in-one credit product from TrueLink
14 regarding my own personal credit report.

15 Q. Now, but you didn't provide that
16 information in response to the very next
17 interrogatory that asked that; isn't that
18 correct?

19 A. What?

20 Q. The next interrogatory asked you what
21 did you buy and when? Did you provide that
22 information to your lawyers?

23 A. The next interrogatory, I believe,
24 exceeds the number, maximum number, of
25 interrogatories that were allowed under the

1 case. If that's -- if I remember correctly.

2 Q. I don't think that Ms. Yeager wants you
3 to disclose anything she's told you, unless you
4 counted them yourself.

5 A. What I'm saying that that's the answer
6 that is on the interrogatory, and that those
7 interrogatory answers were prepared by me with
8 the help of my legal counsel, so.

9 Q. Did you count the interrogatories
10 yourself?

11 A. I --

12 MS. YEAGER: Objection.

13 Q. (BY MR. O'NEIL) Did you count the
14 interrogatories yourself?

15 A. No, I haven't counted the
16 interrogatories myself.

17 Q. Okay. Did you provide the information
18 to your lawyers that was responsive to that
19 interrogatory?

20 A. I believe they know that I had believed
21 that I had purchased a three-in-one credit
22 report.

23 Q. But at the time it was just a belief,
24 right?

25 A. I'm sorry, no, I don't have the credit

1 report. So, I guess it's just a belief.

2 Q. That's good. You don't have the
3 three-in-one credit report that you think you
4 bought, right?

5 A. No.

6 Q. You don't have any screen prints from
7 the date that you allegedly bought it, right?

8 A. No, I don't.

9 Q. You don't have any records that show
10 that you paid TrueLink for it; isn't that
11 correct?

12 A. I have records that show I paid
13 TrueLink, but the records that show I paid
14 TrueLink aren't identified specifically as to
15 whether they're Melody's account or Steve
16 account, so I can't say whether a particular
17 banking transaction belongs to Steve's purchase
18 of the product or belongs to mine.

19 Q. And I can't either, because I haven't
20 seen those records. I'm still waiting for them.
21 Can you give me an idea of when you thought you
22 may have bought this three-in-one product from
23 TrueLink?

24 A. Well, the subscription says when you go
25 to the log-in page for my account that I logged

1 in -- that the account was started some time in
2 March of 2005.

3 Q. Okay. Now what are you referring to?
4 Are you referring to your records or the records
5 that were produced to your lawyers in this case?

6 A. I'm referring to when you log in to the
7 TrueLink website --

8 Q. Uh-huh.

9 A. -- itself, under my account name and
10 password, it says member since March of 2005.

11 Q. And have you printed that out and given
12 those to your lawyers?

13 A. No, I haven't printed that out.

14 Q. Well, did you understand that when you
15 had received the request for documents from
16 TrueLink, that you had to produce things that
17 even were just stored electronically but not
18 printed out?

19 A. Well, I understand that, but that data
20 isn't stored electronically. That data resides
21 on TrueLink's website, sir. That data doesn't
22 reside on my PC.

23 Q. Well, the same is true of the website
24 that you printed out and produced to us in this
25 case, right?

1 A. Well, that's true, but I chose to print
2 that out. Are you --

3 Q. Did you understand that you were
4 requested to produce all documentation that you
5 had regarding any purchase by you from TrueLink?
6 Did you understand that?

7 MS. YEAGER: Objection. Asked
8 and answered.

9 A. Oh, I understand that.

10 Q. (BY MR. O'NEIL) Okay. And when you
11 understood that, did you say, well, I have no
12 idea where this three-in-one credit report is, I
13 have no proof of it, but I do have this
14 information on the TrueLink website, so I'll
15 print that out? Do you think that?

16 MS. YEAGER: Objection. Asked
17 and answered.

18 A. No, I didn't think that. Because why
19 would I produce documents that the defendants
20 already have in their possession and can
21 recreate themselves at any time.

22 Q. (BY MR. O'NEIL) So, when you've been
23 producing documents in this case and when you've
24 been answering document requests, did you not
25 give us things that you thought we already had?

1 A. I only gave you those things which were
2 in my possession. If it's not in my possession,
3 I don't know that I'm obligated to produce it if
4 it's not in my possession.

5 Q. Do you know what year you allegedly
6 purchased this three-in-one credit report from
7 TrueLink on your own behalf?

8 MS. YEAGER: Objection. Asked
9 and answered.

10 A. I would assume it would have to be some
11 time after March of 2005, because that's when
12 the website records that I had a new membership
13 created.

14 Q. (BY MR. O'NEIL) But in any event,
15 whether or not -- I mean, assuming that you
16 actually did buy this product, you're not suing
17 on that product, right?

18 A. That's a credit report, that's not
19 monitoring.

20 Q. Ma'am, it's really a yes or no answer.
21 I'll say it again. Regardless -- assuming that
22 you actually bought this three-in-one credit
23 report relating to yourself from TrueLink,
24 you're not suing TrueLink on behalf -- with
25 regard to that product, right?

1 A. No.

2 Q. Did you actually get the
3 interrogatories that TrueLink's lawyers sent to
4 your lawyer asking about your purchases?

5 MS. YEAGER: Objection. Asked
6 and answered.

7 MR. O'NEIL: No, it wasn't.

8 Q. (BY MR. O'NEIL) Go ahead and answer,
9 Mrs. Millett.

10 A. Yes.

11 Q. And did you prepare, physically
12 prepare, the document that was the response to
13 the interrogatories?

14 A. The interrogatory -- my
15 interrogatories?

16 Q. Yes.

17 A. I worked with my attorneys to prepare
18 those. I didn't physically type them if that's
19 what you mean.

20 Q. That's what I meant.

21 A. No, I didn't physically type them.

22 Q. You just gave the information to your
23 lawyers and they prepared it?

24 A. Right.

25 Q. Okay. And did you review the

1 interrogatory responses before they were served?

2 A. Yes.

3 Q. And did you sign a verification?

4 A. Yes.

5 Q. And where were you when you signed that
6 verification?

7 A. Barry's office, probably more likely
8 than not, most of the documents get notarized by
9 Libby.

10 Q. Okay. And we recently got just days
11 ago the verification.

12 A. I understand that.

13 Q. And it was dated April 25, 2007. Is
14 that when you signed the verification?

15 A. That's the second time I signed the
16 verification.

17 Q. You signed an earlier verification?

18 A. Yes, I sure did.

19 Q. And when was that?

20 A. Right around the time that the
21 interrogatories were produced.

22 Q. Do you remember, was it in March?

23 A. I don't recall exactly what day it was.

24 Q. Okay. And you're aware of course that
25 we never got those verification, aren't you?

1 A. Yes, I of course am, uh-huh.

2 Q. Okay. And your verification that we
3 asked -- which we got just days ago says, quote,
4 "Note, this is second signed copy created by me
5 for those interrogatories."

6 A. Uh-huh.

7 Q. What -- is it -- did you write that?

8 A. I sure did.

9 Q. Why? Why did you write that on the
10 verification?

11 A. Because the first copy was misplaced
12 and this is the second copy. So, I don't want
13 anyone to think that the first copy was not
14 signed or produced by me in a timely fashion.

15 Q. Who misplaced them?

16 A. They -- somehow they got lost in the
17 documents.

18 Q. Are you also aware that there's a
19 dispute among counsel as to when your
20 interrogatory answers were served?

21 A. I'm aware that there's some disputes,
22 yes.

23 Q. Okay. Have you seen the e-mails
24 between your lawyer and lawyers for TrueLink
25 regarding this issue?

1 MS. YEAGER: I object to the
2 extent this calls you to disclose
3 attorney-client privilege.

4 MR. O'NEIL: You know what,
5 Joyce, you know that question does not ask for
6 the disclosure of attorney-client privilege.

7 MS. YEAGER: I don't know that.

8 MR. O'NEIL: Oh, you don't?
9 Okay.

10 Q. (BY MR. O'NEIL) Well, once again, I'll
11 say it again, I'm not asking for you to disclose
12 your communication with your lawyers. I'm
13 asking you if you got copies of the
14 correspondence between your counsel and counsel
15 for TrueLink regarding the failure to timely
16 serve your interrogatory responses?

17 A. Well, I've seen some e-mails about the
18 disputes, I guess, that are going on among you
19 guys. Now, whether I specifically remembered
20 that statement in the dispute, I can't say yes
21 or no.

22 Q. And are you aware that Ms. Yeager is
23 still investigating the service of your
24 interrogatory responses?

25 A. Yes, I'm aware of that fact.

1 Q. Okay.

2 MR. O'NEIL: Are you still
3 investigating that, Joyce?

4 MS. YEAGER: Yes.

5 MR. O'NEIL: Okay. Can you let
6 us know when your investigation is complete?

7 MS. YEAGER: Yes.

8 MR. O'NEIL: Thank you.

9 Q. (BY MR. O'NEIL) The interrogatory that
10 followed the only one you decided to answer was
11 identify the product purchased. You think it's
12 a three in one; is that right?

13 A. I think so.

14 Q. Okay.

15 A. That's what I believe.

16 Q. Well, did you print it out when you
17 first purchased it?

18 MS. YEAGER: Objection. Asked
19 and answered.

20 MR. O'NEIL: You know what, I did
21 not answer (sic) that. Either you're not paying
22 attention or you're just trying to be
23 obstructionist. I never asked that question.

24 Q. (BY MR. O'NEIL) Did you print out the
25 three-in-one credit report when you purchased

1 it?

2 A. I don't recall. And but if I did, I no
3 longer have it in my possession.

4 Q. You were then asked identify the date
5 and cost of each -- wait a minute. You don't
6 have it in your possession anymore. Do you
7 think you destroyed it?

8 A. No, I think it may have got -- if I
9 printed it, it's been lost. I don't recall
10 printing it --

11 Q. Okay.

12 A. -- but if I have printed it, then it's
13 been lost because I can't find it and I haven't
14 been able to produce it.

15 Q. So, just so we're all clear, the
16 three-in-one credit report has been lost, the
17 initial interrogatory answers have been lost,
18 and the initial verification has been lost. Is
19 that your understanding of the facts?

20 A. No.

21 Q. What's wrong about those three things?

22 A. Because I don't understand -- I don't
23 understand what you mean by those three things.
24 The initial credit report, I'm not sure if I
25 printed it or not. So it may not have even been

1 printed in the first place, which is how I
2 answered that question.

3 Second of all, the original
4 verifications may have been misplaced. They
5 could later show up somewhere in the large
6 volumous (sic) file of documents and pleadings
7 that are running around associated with these
8 cases, I don't know.

9 Q. You think there's a large volume of
10 documents associated with this lawsuit?

11 A. No, I'm talking about --

12 Q. They're a very small set of documents
13 that have been produced by your lawyers in this
14 case.

15 A. I'm talking about the pleadings and the
16 books and everything that has all the legal
17 stuff in it from all the cases and the motions
18 and the everything.

19 Q. You don't know the date that you
20 purchased this product, right?

21 A. I only know -- the only information I
22 know for sure sitting here in this chair is that
23 my website log on was established in March of
24 2005. That's all I know.

25 Q. Well, do you know whether or not you

1 purchased a product from TrueLink?

2 A. I believe I purchased a three-in-one
3 credit report.

4 Q. Do you know how much it cost you?

5 A. I can't even say. Maybe 19.95 or
6 whatever they charge for it. I don't really --
7 cost wasn't the issue when I purchased it
8 anyhow.

9 Q. What was the purchase -- what was the
10 purpose for which you purchased it?

11 A. Just to look at my own information.

12 Q. Did you see any defects in the
13 three-in-one credit report?

14 A. What do you mean?

15 Q. Did you see any deficiencies in the
16 product that you had purchased from TrueLink?

17 A. Well, I mean, not on TrueLink's part,
18 but there were deficiencies in credit furnishers
19 that had misreported information on my behalf,
20 yes.

21 Q. Have you ever entered into a contract
22 with TrueLink?

23 A. Not for monitoring, no.

24 Q. Have you ever entered into a contract
25 with TrueLink for any product?

1 A. I believe that by signing up for the
2 website, that there is a terms of use and other
3 legal mumbo-jumbo that goes along with that, so
4 I don't know if you would consider that a
5 contract or not.

6 Q. Well, in Paragraph 49 of the complaint
7 that you filed against my client --

8 A. Uh-huh.

9 Q. -- you state that valid contracts
10 existed between TrueLink and yourself. Is that
11 an accurate statement?

12 A. Well, considering that my debit card
13 was used to purchase the information and that I,
14 acting as my agent on behalf of my husband, I
15 would say yes.

16 Q. So, you think that when you act as an
17 agent for your husband, that that makes you a
18 party to the contract?

19 A. I went online and purchased the
20 product. Does that not make --

21 Q. On behalf of your husband?

22 A. On behalf of my husband.

23 Q. Right.

24 A. Right.

25 Q. Well, and you think you're a party to

1 that contract?

2 A. Well, it's purchased with joint funds.

3 It's purchased with my debit card. It's

4 purchased from my bank account.

5 Q. So, you think that makes you a party to

6 the contract?

7 A. I think so.

8 Q. Oh, okay. Have you ever purchased a

9 home?

10 A. Yes, we've purchased a home.

11 Q. And have you ever had a real estate

12 agent help you purchase the home?

13 A. Yes. We've had a realtor.

14 Q. And do you think the real estate agent

15 is a party to the contract by which you

16 purchased the home?

17 A. I don't know. The real estate agent

18 has to sign some papers, so I don't know.

19 Q. All right.

20 A. That's a legal distinction.

21 Q. So, it's your lawyers -- did your

22 lawyers come to the conclusion that your -- have

23 contracted with TrueLink instead of you?

24 A. I agree with that perception if that's

25 what you want to know.

1 Q. Ms. Millett, I'm going to show you
2 what's been marked as Exhibit No. 14. These
3 were some documents that were produced by
4 TrueLink to your counsel in this matter.

5 (M. Millett Exhibit 14 was marked
6 for identification by the reporter.)

7 A. Uh-huh.

8 Q. (BY MR. O'NEIL) Is this the document
9 that you said that you referred to before that
10 was a summary of your purchases and your
11 husband's purchases from TrueLink?

12 A. It's a summary of purchases, yes, but I
13 can't be sure that everything's on here.

14 Q. That's not what I asked, ma'am. You
15 referred earlier to seeing a document that was
16 produced by TrueLink?

17 A. Yes.

18 Q. Is this the document you were referring
19 to?

20 A. Yes, it is.

21 Q. Okay. And have you reviewed this
22 document to see if there was any inaccuracies in
23 it?

24 A. I have reviewed the document to see if
25 there was any inaccuracies in it, yes.

1 Q. Okay. And did you find any
2 inaccuracies?

3 A. That's why I requested the 2003 bank
4 records, because I can't verify if there's any
5 inaccuracies until I get those.

6 Q. What about the 2004 and 2005 bank
7 records? Have you --

8 A. I haven't physically reviewed that, no.

9 Q. Have you asked for those?

10 A. For what?

11 Q. The bank records for 2004, 2005 and
12 2006?

13 A. Yes, I've asked for those.

14 Q. Oh, okay.

15 A. Yeah. Uh-huh.

16 Q. You only said 2003, so I was just
17 wanting to make sure that after all this time
18 we're not only getting partial information. So,
19 just so I understand, your request to your bank
20 was all bank records going back to August of
21 2003; is that right?

22 A. Yes, that's correct.

23 Q. Okay.

24 A. Some are easier to produce than others
25 though.

1 Q. Well, so far we don't have any, so.

2 Anything you can produce would be wonderful, can
3 move this case along.

4 I understand you're waiting for the
5 bank records, but separate and apart from
6 comparing Exhibit No. 14 with your bank records,
7 did you see any errors in this document?

8 A. How would I know if there's any errors
9 in this document. This is a True Credit
10 document.

11 Q. Okay, Mrs. Millett. If that's the game
12 we're going to play, let's -- do you understand
13 that this document indicated what you purchased
14 and how much you paid?

15 A. I understand this document demonstrates
16 what was purchased and paid, yes.

17 Q. Okay. And that's information that you
18 would have possession of, right?

19 A. Well, I mean, as far as the actual
20 credit card transaction on my bank record, I
21 guess, yes.

22 Q. Let me direct your attention to the
23 last page, Mrs. Millett. The very last entry
24 there is dated August 6, 2003. Do you see that?

25 A. Yes.

1 Q. And it indicates a purchase of a TU
2 report, credit score and analysis, credit score
3 monitoring, debt analysis, debt monitoring,
4 weekly credit alerts. Do you see that?

5 A. Yes.

6 Q. It says that \$20.85 was paid. Do you
7 see that?

8 A. Yep.

9 Q. Is that accurate information as far as
10 you know?

11 A. As far as I know, yeah.

12 Q. Okay.

13 A. I think that's the first quarter.

14 Q. And then up above, it shows orders
15 canceled in February, April and May of 2004. Do
16 you see that?

17 A. Yeah.

18 Q. And it shows that among the things that
19 were being canceled were credit monitoring, do
20 you see that?

21 A. Wasn't canceled by me.

22 Q. To your knowledge, were you getting
23 credit monitoring during that time frame?

24 A. To my knowledge, yes, I was.

25 Q. Okay. Then up above, it has orders

1 canceled in September of 2004. Do you see that?

2 A. Yep.

3 Q. And but it's your understanding that
4 you didn't cancel any orders in that time frame,
5 right?

6 A. Well, the one up there that was
7 canceled on 9/11/04 was canceled, the TransUnion
8 report was canceled in favor of the three-in-one
9 report upgrade. So what the system is doing is
10 inserting the original basic credit order, and
11 then the second line is you ordered the upgrade,
12 so it cancels the original order and then
13 inserts the up-sale order.

14 But the one there where on 9/1/04
15 three-in-one credit report, credit score and
16 analysis that was canceled on 9/1/04, I don't
17 know why that is.

18 Q. Did you ever cancel, affirmatively
19 cancel, any products that you had purchased from
20 TrueLink?

21 A. No. I don't know what this is in here
22 where they have stuff canceling and
23 uncancelling.

24 Q. Okay. If I can direct your attention,
25 Mrs. Millett, to the second page. The third

1 entry from the bottom there indicates that on
2 November 21st, 2006, credit monitoring was
3 purchased. Do you see that?

4 A. Yep.

5 Q. Is that correct?

6 A. Yep, that's the last charge.

7 Q. And then right above there on that
8 page, Mrs. Millett, is a heading called "System
9 Log Data." Do you see that?

10 A. Yes.

11 Q. Do you have any understanding of what
12 that might mean?

13 A. Yeah. These are -- this is a log of
14 all the IP addresses and their time stamps and
15 when they've accessed the site.

16 Q. So, would that indicate to you that
17 this True Credit's records of when on behalf of
18 your husband you accessed the site?

19 A. Yes, but I'm not sure that it's
20 complete.

21 Q. Okay.

22 A. This will only -- this would only
23 record information or log data if in fact you
24 logged into the product. Because there's a
25 unique system generated user ID over here on the

1 left-hand column which belongs to Steve Millett,
2 which would only be tapped if you had actually
3 logged into the physical product itself.

4 Q. So, potentially, you could have viewed
5 the website without logging in and that wouldn't
6 be reflected here, right?

7 A. Right. It would be another log. It
8 would be stored in other computer logs.

9 Q. All right. Let me direct your
10 attention to the first page, Mrs. Millett.

11 A. Uh-huh.

12 Q. This seems to be -- well, this
13 indicates an effort to purchase a product from
14 the TU Disclosure Fact website; do you see that?

15 A. Yes, that's the annualcreditreport.com
16 website where you would request your free annual
17 file disclosure.

18 Q. Okay. Did you do that?

19 A. Yes, I sure did.

20 Q. And did you get a copy of your free
21 annual credit report from TransUnion?

22 A. On this occasion, I believe no.

23 Q. And why not?

24 A. Because the ICS did not complete.

25 Q. Now, you said that if you go on to your

1 computer, which I don't have the luxury of
2 doing, and if you logged in to the website as
3 yourself, it would indicate that you're a member
4 since March of 2005. Is that what you said?

5 A. That's correct.

6 Q. Okay. Now, this document indicates
7 that you attempted to get your free annual
8 disclosure from TransUnion in March 2005, right?

9 A. But I did that via the -- I did that --
10 that's the disclosure that's the fact act
11 disclosure, that's via the
12 annualcreditreport.com, that's not through the
13 TrueLink site.

14 Q. So, it's just coincidence then, as far
15 as you know, that both these dates are
16 March 2005?

17 A. Well, yeah, exactly.

18 Q. Okay.

19 A. Because I may have gone to one and then
20 not gotten it there, and then gone and tried to
21 log in directly or done something, I don't know.

22 Q. I apologize if I asked this before,
23 have you ever telephoned TrueLink?

24 A. Yes. I had to talk to TrueLink when
25 Steve's credit monitoring subscription was

1 enabled because he couldn't pass ICS either.

2 Q. And do you know why that was?

3 A. Because he had a fraud alert on his
4 credit file.

5 Q. All right.

6 A. Now, one of the things that's
7 interesting is I don't understand as I'm looking
8 at this document is why Steve Millett's unique
9 user ID appears on my enrollment.

10 Q. Where do you see that, ma'am?

11 A. Under System Generated User ID under
12 System Log Data, do you see the unique user ID
13 the [REDACTED] number associated with the IP
14 address on 3/6 of 2005? That unique user ID
15 belongs to Steven Millett, Social Security No.
16 [REDACTED], and it's listed on Page 2 of this
17 exhibit.

18 Q. Uh-huh.

19 A. In other words, they are tracking IPs
20 and then associating IPs with other people's
21 files.

22 Q. That's what you're concluding from this
23 document?

24 A. No, that's what this document says. By
25 IP address, they are attaching my husband's

1 unique user ID to my individual subscription to
2 this particular website.

3 Q. Where does it say that?

4 A. Right there where it says User ID 111

5 --

6 Q. Yeah, I see that ma'am.

7 A. Okay, now go to the next page.

8 Q. Okay.

9 A. What is Steve Millett's user ID?

10 Q. Same number.

11 A. Yeah.

12 Q. Okay. But --

13 A. Now when you look at Steve Millett's
14 system log data, what is the user ID generated
15 next to each IP for each log-in to the website
16 for his use of the product?

17 Q. Okay.

18 MS. YEAGER: I'm sorry, Melody,
19 but you're the witness, and you don't need to be
20 asking him questions. He asks you.

21 MR. O'NEIL: She's doing a good
22 job though, give her that.

23 Q. (BY MR. O'NEIL) There's two e-mail
24 addresses on the first two pages of this
25 document. On the first page, it's

1 melodymillett@kc.rr.com. Do you see that?

2 A. Yes.

3 Q. Is that one of your e-mail addresses?

4 A. Yes, that's my private e-mail address.

5 Q. Okay. Is that the e-mail address that

6 you used to open up your membership with True

7 Credit?

8 A. For mine.

9 Q. Yes.

10 A. Because the same e-mail address cannot

11 be used twice.

12 Q. Right. And the e-mail address that you

13 gave TrueLink when you were purchasing as an

14 agent on behalf of your husband is

15 metalmaiden@sbcglobal.net, right?

16 A. That's correct.

17 Q. Has that e-mail address been the same

18 since August of 2003?

19 A. Yes.

20 Q. Okay.

21 A. That's our default e-mail address for

22 our home ISP account.

23 Q. What does that mean, that's your

24 default?

25 A. That's the e-mail address registered

1 with the phone company, you know, for my DSL
2 service.

3 Q. Okay. But the only people who will use
4 that address are the ones that you gave them
5 that address, right? I mean...

6 A. No. What I mean is it's the default
7 account for the whole household. It belongs to
8 the phone number. Obviously we all use it, me,
9 my husband, some of the kids.

10 Q. Does your husband have his own unique
11 e-mail address?

12 A. No, he does not.

13 Q. You're not allowed to have more than
14 one e-mail account with your phone company?

15 A. No. We can, but those are called sub
16 accounts. This is the master.

17 Q. So, your husband doesn't have his own
18 unique e-mail address; is that right?

19 A. Right.

20 Q. Okay.

21 MR. O'NEIL: I think we have to
22 change the tape, so let's go off the record.

23 VIDEOGRAPHER: We are now going
24 off the record at 2:41 p.m.

25 (Recess.)

1 VIDEOGRAPHER: One moment please.

2 It is now 2:43 p.m. and we are back on the
3 record. You may continue.

4 Q. (BY MR. O'NEIL) Mrs. Millett, just so
5 the record's clear, you said that you telephoned
6 TrueLink when you first opened up the account
7 for your husband, right?

8 A. We had to because of the fraud alert.

9 Q. Okay. Did you ever telephone TrueLink
10 any time after that?

11 A. I may have.

12 Q. But, as you sit here, you don't recall?

13 A. I don't specifically recall specific
14 dates, no.

15 Q. Well, not that you don't recall
16 specific dates, you don't recall ever calling
17 them again, right?

18 A. I don't recall specifically calling
19 them, no. I know I've had communication with
20 some of the credit bureaus regarding specific
21 products, it's just hard to keep them all sorted
22 out.

23 Q. When you had conversations with the
24 credit bureaus or -- did you take notes of those
25 conversations?

1 A. What do you mean? I mean, if I had the
2 -- any notes that I have, have already been
3 produced.

4 Q. Well, we don't have any -- we haven't
5 seen any notes of any conversations you had with
6 people from TrueLink. So, would that suggest to
7 you that there are no such notes?

8 A. That would be probably a fairly
9 accurate assumption.

10 Q. Okay. Why did you decide to buy
11 products from TrueLink on behalf of your husband
12 in August of 2003?

13 A. Because at that time we were only
14 monitoring one bureau.

15 Q. And that was Equifax, right?

16 A. That was Equifax.

17 Q. So you wanted to monitor Mr. Millett's
18 file at TransUnion?

19 A. Yes, and Experian.

20 Q. Okay. And what were you, specifically,
21 were you hoping to learn of as part of buying
22 that service?

23 A. Any future activity that would occur
24 with Mr. Millett's Social Security number, or
25 any of the fraudulent accounts, or any

1 fraudulent accounts in the future that would be
2 recorded after the time of purchase of the
3 product.

4 Q. Now, by August of 2003, you had already
5 determined that TransUnion had what you called
6 split files for Mr. Millett and Mr. Perez,
7 right?

8 A. That's correct.

9 Q. And you had already determined that the
10 file disclosures you had seen to date for
11 Mr. Millett didn't show any indication of
12 Mr. Perez's activity, right?

13 A. The Fair Credit Reporting Act consumer
14 disclosures didn't have any indication, no.

15 Q. Right. Right. So, you thought that if
16 in the future some of Mr. Perez's accounts went
17 on your husband's file, you would get notice of
18 that, right?

19 A. Yes.

20 Q. But you never got any notice of that;
21 is that correct?

22 A. That is correct.

23 Q. Okay. Did you have any conversations
24 with your husband about whether or not you
25 should be purchasing credit monitoring products

1 from TransUnion or TrueLink?

2 A. Yeah, we discussed it.

3 Q. Okay. And he testified that, and I
4 think it's in the interrogatory answers that you
5 wrote, that you recommended it and he agreed?

6 MS. YEAGER: Objection.
7 Foundation.

8 A. Yeah, we were looking -- I was looking
9 at websites or whatever, and I found some
10 advertisements and we looked at it and we said,
11 okay, yeah, let's do that because it won't hurt
12 anything, or at least at the time we thought it
13 wouldn't hurt anything.

14 Q. (BY MR. O'NEIL) And you wanted to make
15 sure that if Mr. Perez continued his fraudulent
16 activity that you'd get notice of it, right?

17 A. Yep.

18 Q. Okay. And how did you get to the True
19 Credit website?

20 A. From the web. I imagine I entered
21 through the TransUnion.com website.

22 Q. Well, do you imagine or do you know?

23 A. Well, I mean, I clicked on a link on
24 the Google page and I went to the TransUnion
25 website and then there's the advertisement, and

1 you click on the button and then that's how you
2 go.

3 Q. So, you started off at Google then?

4 A. Google or Yahoo or some search engine.
5 I'm assuming it's Google because that's the one
6 I predominantly use.

7 Q. Okay. So, what did you type in to
8 Google then?

9 A. What do you mean? I was at Google
10 looking --

11 Q. Right.

12 A. -- for identity theft products.

13 Q. So you must have typed a search --

14 A. Engine.

15 Q. Okay. You typed search terms in to
16 Google?

17 A. Uh-huh.

18 Q. What did you type in?

19 A. Well, I don't specifically recall
20 exactly what words I used.

21 Q. Okay.

22 A. I mean...

23 Q. I mean -- okay. And then eventually
24 somehow, some way, you got to the True Credit
25 site?

1 A. I got to the TransUnion site, yeah.

2 Q. Okay. And then that took you to the
3 True Credit site?

4 A. Well, you click like the button on the
5 TransUnion site to sign up for monitoring, and
6 then you go into the whole monitoring sign up
7 page.

8 Q. Right.

9 A. I don't even know at that point in time
10 that I was even aware that I was in the True
11 Credit site.

12 Q. Well, you can always see the URL of the
13 page that you're on, right?

14 A. Well, sometimes you can and sometimes
15 you can't.

16 Q. Have you ever gone into the True Credit
17 site that same way since August of 2003?

18 A. What do you mean?

19 Q. You know, when you came in through the
20 TransUnion site?

21 A. I think you can still get there from
22 the TransUnion site.

23 Q. Okay.

24 A. But, I mean, now I usually open up like
25 the last e-mail we got and click the link that's

1 in there and go directly out there.

2 Q. Have you ever noticed the URL says
3 "truecredit.com"?

4 A. It does now. I don't know that it did
5 then.

6 (M. Millett Exhibit 15 was marked
7 for identification by the reporter.)

8 Q. (BY MR. O'NEIL) Let me hand you what's
9 been marked Exhibit 15.

10 A. Okay.

11 Q. They're some more pages that your
12 lawyers have produced to us in this case.

13 A. Uh-huh.

14 Q. Have you ever seen these before?

15 A. Yes. I have.

16 Q. Can you identify them for the record?

17 A. I believe they're a copy of Steve
18 Millett's receipt and credit report from the
19 True Credit site, and some miscellaneous pages.
20 Partial terms of use, I don't know if I got the
21 whole thing. Yeah, I think it's the whole
22 thing.

23 Q. And you printed these out, right?

24 A. Yep.

25 Q. Did you view pages that day -- if you

1 look in the bottom right-hand corner, it says
2 8/6/2003?

3 A. Yep.

4 Q. And I believe each one of the pages in
5 Exhibit 15 have the same date?

6 A. Yes.

7 Q. Do you understand that that means
8 that's the date that you printed these out?

9 A. Yes, I understand that.

10 Q. Okay. And do you see the URL on each
11 of these pages?

12 A. Yes.

13 Q. And it's truecredit.com, right?

14 A. I understand that, yes.

15 Q. Okay.

16 A. Uh-huh.

17 Q. So, does this refresh your recollection
18 it didn't say TransUnion, it said
19 truecredit.com?

20 A. Well, what displays here is the actual
21 website. It's possible for the address bar in a
22 browser to display a different URL than the one
23 that will print out at the bottom of this verse,
24 so.

25 Q. Anything's possible, isn't it,

1 Mrs. Millett? But as far as you know, it said
2 truecredit.com, right?

3 A. As far as I know -- as far as I know, I
4 can't recall whether it said TransUnion or
5 truecredit.com.

6 Q. Did you view any pages in the True
7 Credit website that day that you didn't print
8 out?

9 A. I could have.

10 Q. But you don't know as you sit here?

11 A. Not as I sit here, no.

12 Q. Okay. Why were you printing out the
13 pages that you did?

14 A. Because this is the pages from when we
15 signed up for the product.

16 Q. But -- so you just wanted to print out
17 every page you looked at that day?

18 A. No. I printed out the pages from the
19 product for where I signed up the product --
20 from the product. Because this shows I'm
21 agreeing to pay a certain amount of money every
22 so often, and I need that for my records so that
23 when something shows up on my bank account I
24 know how much I'm supposed to be billed.

25 Q. But you printed out pages that did much

1 more than just tell you how much you owed,
2 right? I mean, for example, the very first page
3 of Exhibit 15. That doesn't tell you how much
4 you're going to have to pay, does it?

5 A. 10.95 per quarter.

6 Q. Okay. Did you read the text on the
7 first page of Exhibit 15 prior to deciding to
8 purchase the product?

9 A. Yes.

10 Q. Did you read all of it?

11 A. I read a lot of this, yes.

12 Q. Directing your attention to the very
13 first page, did you read all of the text on that
14 first page before you decided to buy the
15 product?

16 A. Well, like I probably didn't read this
17 little box down here where it says "example
18 credit trending." I mean, you know, I read the
19 basic text that's on the page.

20 Q. Well, on the right-hand side of the
21 page, it tells you what you're going to get as
22 part of the product, right?

23 A. Yes.

24 Q. Did you read that part?

25 A. Oh, yeah.

1 Q. Oh okay. And then on the far right of
2 each of those four categories, it says, says
3 "learn M" but I'll represent to you it says
4 "learn more." Okay?

5 A. It probably was cut off because this is
6 one of those elongated pages that --

7 Q. Sure.

8 A. -- didn't want to print right.

9 Q. Do you recall, did you click on these
10 "learn more" links to learn more about the
11 characteristics of the product that you were
12 about to buy?

13 A. I probably read all of this and then
14 read -- clicked the "yes keep me informed"
15 button.

16 Q. So, then is it your testimony that you
17 did not click on the "learn more" links
18 associated with each of the four categories of
19 information?

20 A. No, that's not what I'm representing to
21 you.

22 Q. Okay. That's my question, that's
23 why --

24 A. I can't say that before I signed up for
25 the product I clicked the "learn more" buttons,

1 because I may not have. But I may have done so
2 at a later date.

3 Q. Okay.

4 A. And so I may have a copy in here of the
5 "learn more" and I may have actually read those
6 pages.

7 Q. All right.

8 A. But I can't recall in what order I
9 might have viewed that information, only that
10 I've probably viewed every page that's out there
11 on the TU site at some point in time or other
12 now.

13 Q. The TU site?

14 A. The TU, TrueLink, whoever it is now.

15 Q. Okay. Well, I think it's important
16 that we understand what site we're talking
17 about, wouldn't you agree?

18 A. Well, as I sit here, it still says
19 "TransUnion" at the top.

20 Q. Okay. Let me go back to the question I
21 asked some time ago.

22 A. Okay.

23 Q. Do you know if you ever clicked on the
24 "learn more" hyperlinks which is reflected on
25 the first page of Exhibit 15?

1 A. I couldn't answer that one way or the
2 other.

3 Q. Okay. Because you don't know, right?

4 A. I don't know for sure, no. I could
5 have and I also could not have.

6 Q. The top of the page says "Knowledge,
7 protection, convenience." Do you see that,
8 ma'am?

9 A. Yes.

10 Q. Says, "Knowledge, quarterly access to
11 your credit report with the analytical tools,"
12 right?

13 A. Yes.

14 Q. Okay. Did you read that?

15 MS. YEAGER: I'm so to interrupt.
16 What page are we on?

17 MR. O'NEIL: First page.

18 THE WITNESS: We're on the first
19 page.

20 A. Yes, I read that.

21 Q. (BY MR. O'NEIL) Okay. And then going
22 down in the right-hand side, it describes your
23 weekly fraud watch e-mails. I mean, that was
24 the main thing that you were getting as part of
25 the credit monitoring service, right?

1 A. The main thing?

2 Q. Well, you know, that's a bad question,
3 let me withdraw that. Do you see there it says,
4 "Receive weekly e-mail alerts to changes in your
5 report"?

6 A. Yes.

7 Q. And then below that it says,
8 "Immediately find out about credit report
9 changes, including fraudulent activity, etc."
10 Do you see that?

11 A. Yes.

12 Q. When you read this, did you think to
13 yourself, well, this is only going to tell us
14 about changes to my husband's report and not
15 about changes to Mr. Perez's report?

16 A. It says up here, "Complete identity
17 theft protection with weekly fraud watch
18 e-mails" at the very top.

19 Q. Could you just answer my question?

20 MR. O'NEIL: Let me go -- can the
21 court reporter read back my question?

22 (Whereupon, the requested portion
23 of the record was read by the reporter.)

24 A. No, I did not.

25 Q. (BY MR. O'NEIL) And did you believe on

1 August 6, 2003, that even though TransUnion told
2 you they couldn't give you that information,
3 that you thought TrueLink was going to be able
4 to tell you about changes to Mr. Perez's report?

5 A. No. I thought they were going to tell
6 me about changes relating to my husband's Social
7 Security number.

8 Q. And why did you think that?

9 A. Because they're advertising complete
10 identity theft protection, and I thought that
11 meant they were going to be protecting the
12 Social Security number once I signed up for this
13 product.

14 Q. Well, Mrs. Millett, wait a minute. As
15 of August 2003, you had already gone around and
16 round and round with TransUnion, Experian and
17 Equifax, right? And all three of them told you
18 we can't give you any information in Mr. Perez's
19 report, right?

20 A. No, TransUnion gave me information in
21 Mr. Perez's report, it's in the letter.

22 Q. Okay. They told you what the accounts
23 were, but they told you they couldn't give you
24 the details about the report, right?

25 A. I'm sorry, I don't understand the

1 question.

2 Q. Okay. Here's my question, given your
3 frustration with the credit bureaus, because now
4 you're suggesting that TransUnion was helpful,
5 but earlier you suggested that none of the
6 bureaus were helping you in trying to understand
7 how Mr. Perez's activity might impact your
8 husband's credit file, right?

9 MS. YEAGER: Objection.

10 Misstates the testimony.

11 A. I'm sorry, I don't understand the
12 question.

13 Q. (BY MR. O'NEIL) Okay. You just told me
14 that you believed on August 6, 2003, that
15 TrueLink was going to advise you of Mr. Perez's
16 use of your husband's Social Security number.
17 Is that what you said?

18 A. Yes.

19 Q. Okay. But you already knew that such
20 information wasn't on your husband's TransUnion
21 file disclosure, right?

22 A. Some was.

23 Q. What?

24 A. The inquiries.

25 Q. No, you know what, Mrs. Millett, we're

1 going to be here for four days. You already
2 testified that in January 2003 you did not
3 suspect that it was a fraudulent inquiry by
4 Farmers, it was only much later after you got
5 subpoenas. Do you recall that?

6 A. Yes, I recall that.

7 Q. Let's focus your attention on August 6,
8 2003, and what you knew that day. Okay?

9 A. Okay.

10 Q. August 6, 2003, you already knew that
11 TransUnion's file disclosure didn't have any
12 evidence of Mr. Perez's misuse of your husband's
13 SSN, right?

14 A. On August 6, 2003, yes, that's correct.

15 Q. Okay. And you also already knew that
16 TransUnion would not give you any information
17 regarding Mr. Perez's use of the SSN?

18 A. That is not a true statement.

19 Q. Oh, because you had to ask for the
20 letter?

21 A. Because they gave me the letter.

22 Q. Well, no, because you told me this
23 morning that they only gave it to you after your
24 lawyer threatened litigation, right?

25 A. I understand that, but they did give me

1 the letter.

2 Q. According to you, according to your
3 testimony this morning, they only did it after
4 your lawyer threatened litigation. Do you
5 recall that testimony?

6 A. That is correct.

7 Q. Okay. So, you thought that even though
8 you weren't threatening TrueLink with litigation
9 on August 6, 2003, and everything that you knew
10 -- and I'm not going to go through it now
11 because our record's pretty clear about what you
12 knew and what your dealings were with TransUnion
13 prior to August 6, 2003, the record is what it
14 is -- are you telling me that on August 6, 2003,
15 you honestly believed that TrueLink was going to
16 give you information that TransUnion wouldn't?
17 Is that your testimony?

18 A. It is my -- yes, it is my testimony.
19 It's my testimony that they were going to give
20 me information relating to my husband's Social
21 Security number, yes, it is. Because they're
22 advertising complete identity theft protection.

23 Q. I'm going to answer -- ask the question
24 again. Is it your testimony that on August 6,
25 2003, you thought you can get information from

1 TransUnion through TrueLink that TransUnion
2 itself wouldn't give you?

3 A. Yes, that's correct.

4 Q. And the reason why you thought that,
5 ma'am?

6 A. Because their marketing material
7 advertises complete identity theft protection,
8 so I thought that they would be getting
9 information relating to protecting someone from
10 identity theft and the fraudulent use of Social
11 Security number in the future from the data
12 product purchase. That's what I thought, yes.

13 Q. Even though it says the weekly e-mail
14 alerts would only alert you to changes in
15 Mr. Millett's report?

16 MS. YEAGER: Objection.
17 Foundation.

18 A. I'm sorry?

19 Q. (BY MR. O'NEIL) You thought that even
20 though you were expressly advised that the
21 weekly fraud watch e-mails would only alert you
22 to changes in Mr. Millett's report? You thought
23 that?

24 A. Well, we've already -- yes, I still
25 thought that.

1 Q. Okay. And you explained all this to
2 the judge in the Experian case, right?

3 MS. YEAGER: Objection.
4 Foundation.

5 A. I didn't explain anything to the judge
6 in the Experian case, because I haven't even
7 seen the judge in the Experian case.

8 Q. (BY MR. O'NEIL) Okay. Well, you
9 understand that your lawyers made arguments on
10 your behalf?

11 A. Oh, I understand that, yes.

12 Q. Okay.

13 A. But that's not what you said.

14 Q. Okay. Well, I'm sorry, that's why I
15 made another question. You made this same claim
16 in the Experian case, right? You made the claim
17 that even though there is specific references to
18 only changes in your report, because there was a
19 general promise of identity theft protection,
20 that you believed you'd get information outside
21 the report. Do you recall that that was one of
22 the claims you made in the Experian case?

23 MS. YEAGER: Objection.
24 Foundation. Misstates the evidence.

25 A. It's essentially the same.

1 Q. (BY MR. O'NEIL) It's the same claim,
2 right?

3 A. It's not the same exact claim, but,
4 yes, it's the same.

5 Q. Okay.

6 A. It's similar.

7 Q. And the judge rejected that, didn't he?

8 A. I'm sorry.

9 Q. The judge rejected that understanding?
10 The judge rejected that claim; isn't that right?

11 A. Well, that claim was dismissed, yes, on
12 a motion for summary judgement.

13 Q. Do you recall that the judge said that
14 it was not reasonable for you to think that you
15 were going to get that information, given that
16 you were told you'd only be alerted to changes
17 in your credit report?

18 MS. YEAGER: Objection. Lack of
19 foundation. Misstates the evidence.

20 A. I'm sorry, somebody will have to repeat
21 the question?

22 MR. O'NEIL: I'll ask the court
23 reporter to do it.

24 (Whereupon, the requested portion
25 of the record was read by the reporter.)

1 A. I'm not sure that that's exactly how
2 that's worded in the pleading. I'd have to look
3 at the judgement thing to confirm how that
4 actually is worded. So, I don't necessarily
5 agree with that presentation of it.

6 Q. (BY MR. O'NEIL) Did you ever read the
7 ruling?

8 A. Yes, I did read the ruling.

9 Q. So you don't remember him calling your
10 belief unreasonable?

11 A. I also recall -- I don't -- I don't
12 recall him saying that exactly, no, I don't.

13 Q. Okay. Let me direct your attention,
14 Mrs. Millett, to the page that's numbered
15 Millett 877. Can you identify that for the
16 record, ma'am?

17 A. Identify what for the record?

18 Q. What is this document, do you know?

19 A. Looks to be part of the sign-on for the
20 True Credit product, but I can't be sure because
21 some of the text is blurry. I can't read the
22 title at the top, so I'm not sure. But it does
23 look to be like that might be part of it.

24 Q. Okay. And then let me go two pages
25 later, if I can ask you to turn two pages later,

1 Mrs. Millett.

2 A. Uh-huh.

3 Q. It says, "Your credit monitoring
4 membership includes fraud resolution services."
5 Do you see that?

6 A. Yes.

7 Q. Did you ever use the fraud resolution
8 services offered by TrueLink?

9 A. No. Because the TrueLink product has
10 never notified me of any fraud which I needed to
11 contact fraud resolution services for.

12 Q. Well, you thought Mr. Millett was a
13 victim of identity theft on August 6, 2003,
14 right?

15 A. Well, that's correct, but I didn't
16 purchase the product to deal with identity theft
17 that occurred before August 6, 2003. I
18 purchased the product to monitor for identity
19 theft in the future, which I was never notified
20 of, so, therefore, I never accessed the fraud
21 resolution services.

22 Q. So you never had any need to access the
23 fraud resolution services; is that right?

24 A. No, that's not a true statement either.
25 We had a need, we just didn't know we had a

1 need.

2 Q. Okay, wait a minute. August 6, 2003,
3 did you think your husband was a victim of
4 identity theft?

5 A. Of course.

6 Q. Okay. So, why didn't you use it on the
7 very first day?

8 A. Because their product services their --
9 this is specifically supposed to be used for
10 services that are notified for you by their
11 monitoring service. So, since I don't have --

12 Q. Okay.

13 A. You know, I can't call them up to say,
14 oh, you need to resolve this account from 2002,
15 because I wasn't a member in 2002.

16 Q. That's your understanding?

17 A. That's my understanding.

18 Q. Okay. Has your husband been a victim
19 of identity theft since August 2003?

20 A. Yes.

21 Q. In what way?

22 A. Abundio Perez has obtained additional
23 activities that are related to credit that have
24 occurred since August of 2003, yes.

25 Q. Using your husband's SSN?

1 A. Yes.

2 Q. What activity is that?

3 A. Judgement from Ford Motor Credit for
4 \$4,000, public records information, criminal
5 conviction, I believe, recorded against my
6 husband's Social Security number in California
7 that was not part of this record.

8 Q. I'm sorry, go ahead.

9 A. The J. C. Penney's account, which was
10 relabeled with my husband's address which then
11 resulted in Abundio Perez's mail being sent to
12 my house. The Home Depot account which was
13 later relabeled with my husband's name and
14 address, still has his Social Security number,
15 but has Abundio Perez's telephone number.

16 Q. So, when you learned all this after
17 August 6, 2003, did you call the fraud
18 resolutions services then?

19 A. I didn't learn all of that until TU
20 began -- and some of it I didn't learn until
21 2005 when we started with subpoenas and
22 subpoenaed documents. So, I mean, you know, I
23 didn't know it in 2003, no.

24 Q. Okay. So, in 2005 when you learned
25 about it, did you call and take advantage of the

1 fraud resolution services?

2 A. No, I did not. I worked out that those
3 issues are being worked through my attorney,
4 because they were a result of this litigation
5 investigation.

6 Q. So, are you making any claim in this
7 lawsuit with respect to the fraud resolution
8 services?

9 A. I believe that there was some
10 information on that in the breach of contract
11 claim in that the fraud resolutions services
12 relating to Promise Mark were in the original
13 contract and that Promise Mark was not
14 available.

15 Q. Well, that's what your lawyers have
16 said.

17 A. Right.

18 Q. I'm asking what you're saying under
19 oath. Do you have any factual knowledge to
20 support any claim regarding the fraud resolution
21 services?

22 A. What do you mean factual claim? If you
23 have something in the contract for fraud
24 resolution services that says Promise Mark is
25 going to provide those services, and you no

1 longer even had a contract with Promise Mark to
2 cover the period of time for our contract, then
3 there was nobody to provide the contracted
4 services. So, I don't know --

5 Q. How do you know that?

6 A. Huh?

7 Q. How do you know that?

8 A. How do I know what?

9 Q. That there was nobody to provide the
10 services?

11 A. Well, because Promise Mark -- you
12 didn't have an agreement with Promise Mark after
13 a certain date, it's in your documents.

14 Q. Well, yeah, you learned that after you
15 filed the lawsuit?

16 A. Right.

17 Q. Okay. So, it's your belief that there
18 was a period of time when TrueLink wasn't
19 offering fraud resolution services?

20 A. I believe there was a period of time in
21 which TrueLink was advertising it had fraud
22 resolutions services, but I'm not sure that the
23 people who signed the contracts had listed in
24 their contracts the actual person who was
25 providing the services they were receiving.

1 Q. Okay. Well, I'll show you later that
2 that claim has no merit. But you don't have any
3 information about it, it's just what your
4 lawyers told you, right?

5 A. Well, it's just what my -- and what
6 I've seen in the documents.

7 Q. Do you remember reading on August six,
8 2003, that credit monitoring membership
9 agreement?

10 A. I believe it's in this document right
11 here.

12 Q. Where is that, ma'am?

13 A. It's on Page 879, "Fraud resolution
14 service provided by Promise Mark terms of
15 service provide..."

16 Q. Okay. So you're -- I asked you about
17 the membership agreement, you're talking about
18 something else.

19 A. It says right here, "Your credit
20 monitoring membership --"

21 Q. Ma'am, please just listen to my
22 question and answer my question. My question
23 was, do you recall reading the credit monitoring
24 membership agreement that was on the site on
25 August 6, 2003?

1 A. I thought this was it.

2 Q. Okay. That's your understanding?

3 A. I thought this was it.

4 Q. Okay. Do you recall having to click "I
5 agree" to a contract before you could get the
6 services from TrueLink? I'll tell you it's not
7 in there, so you can look all you want.

8 A. No, I'm looking for the part in the
9 paragraph where it says you have to click "I
10 agree".

11 Q. It's -- what I'm telling you, ma'am,
12 it's not in there. You can look all you want,
13 but it's not in there. That's why I asked you
14 the question, which is really separate and apart
15 from what you're looking at. As you sit here
16 today, do you recall reading the credit
17 monitoring membership agreement on the
18 TransUnion website when you were establishing
19 the account on behalf of your husband?

20 MS. YEAGER: Objection.
21 Foundation.

22 A. Well, I read parts of it, because there
23 is it is right there.

24 Q. (BY MR. O'NEIL) Okay. Do you remember
25 this morning joking about how it's got 20

1 paragraphs and it's so long and who reads that
2 stuff? Do you remember that?

3 A. Yes.

4 Q. Okay. What's your recollection? Did
5 you read the first sentence? Did you read none
6 of it? Did you skim it? I think you said you
7 skimmed it this morning?

8 A. Yep.

9 Q. Okay. Do you recall when you skimmed
10 the membership agreement in August of 2003, did
11 it have any reference to the fraud resolution
12 services?

13 A. Yes.

14 Q. You do recall that?

15 A. I do recall some of it.

16 Q. Okay.

17 A. Yeah.

18 Q. And did it tell you that they'd be
19 presented by Promise Mark?

20 A. Well, the advertisement on the page
21 represented that, so I don't know that I
22 remember that the agreement specifically says
23 that, but it is part of my recollection.

24 Q. Were you acting as an agent for your
25 husband when you clicked "I agree" to the credit

1 monitoring membership agreement?

2 A. Sure.

3 Q. And then part of Exhibit 15 is the
4 credit file for your husband, right?

5 A. I think there would -- looked like
6 there were some pages to it in here.

7 Q. It begins on Page 884, Mrs. Millett.

8 A. Okay.

9 Q. There's no handwriting on these pages.
10 Do you or your husband recall noting any
11 inaccuracies in this information?

12 A. There's no notes on these pages because
13 at that time I don't think we noted any because
14 this was printed in August of 2003.

15 Q. Do you recall noting any errors in the
16 document?

17 A. Well, there was an inquiry on 4/29 of
18 '03 from Citibank, which does not correspond to
19 any granting of credit, that's on Millett 888.
20 But that wouldn't be discovered for much later.

21 Q. What I'm asking is, when you read this
22 in August of 2003, did you see that inquiry and
23 think, well, that's not ours?

24 A. Well, this inquiry section that's on
25 here doesn't tell you what type of inquiry it

1 would, like it would on an official TransUnion
2 disclosure. So I don't know if this is a fraud
3 inquiry, I don't know if it's a promotional
4 inquiry, I don't know what kind of inquiry it is
5 sitting here looking on the inquiry information
6 on this product.

7 Q. Do you see the sentence under the
8 heading "Inquiry Information"?

9 A. Yes, I see that section. But that's --
10 there are different types of inquiries at the
11 credit bureaus. There's hard inquiries, there's
12 soft inquiries, there are inquiries where your
13 information has been sold as a promotional
14 purpose.

15 Q. Okay, I'll go back to the question I
16 asked some time ago.

17 A. Okay.

18 Q. When you saw this document in August of
19 2003, at that time, do you recall noting any
20 questions, errors, discrepancies in this
21 document?

22 A. I don't recall noting anything specific
23 or writing anything specific down, but this Citi
24 one in my mind even at that point in time was
25 kind of questionable.

1 Q. Oh, you recall thinking that in August
2 of 2003?

3 A. I recall thinking that, but not
4 understanding. Because, you have to remember, I
5 closed down Citibank accounts for Abundio Perez,
6 so I didn't know if this was a fraud inquiry or
7 what it was. And without additional
8 investigation, I wouldn't know that.

9 Q. Did you ever -- when you were calling
10 all of the creditors of Mr. Perez in early 2003,
11 did you ever say that they could check your
12 credit report as part of their investigation?

13 A. No.

14 Q. Okay.

15 A. And nor do they have the right to do
16 so, I don't think, as part of a fraud
17 investigation.

18 Q. They have a right to do so if you tell
19 them they can. Do you understand that?

20 A. Well, if I told them I could, but that
21 would have to be in writing.

22 Q. Okay. Let me show you what's been
23 marked Exhibit 16, which are two pages that were
24 produced by your lawyers in this case,
25 Mrs. Millett.

1 (M. Millett Exhibit 16 was marked
2 for identification by the reporter.)

3 Q. (BY MR. O'NEIL) Do you recall that you
4 printed out certain of the e-mails you got from
5 TrueLink for your lawyers?

6 A. Did I print this or did somebody else
7 print this at the legal office? I don't know.

8 Q. I have no idea either.

9 A. I could have sent it to them
10 electronically and they could have printed this
11 out.

12 Q. We're all trying to figure out how that
13 whole thing worked actually. Do you recall
14 getting an e-mail a month after you signed up
15 for credit monitoring on behalf of your
16 husband --

17 A. Uh-huh.

18 Q. -- alerting you that no credit alerts
19 had been triggered by changes to your credit
20 report?

21 A. Yeah, but this is the monthly e-mail,
22 it's not the weekly e-mail.

23 Q. Okay. So, even when you don't get the
24 weekly alerts, you got a monthly alert telling
25 you there's been no alerts?

1 A. Right.

2 Q. And you got this type of e-mail on a
3 number of occasions, didn't you?

4 A. Yes.

5 Q. Okay.

6 A. I can't tell you exactly how many
7 times.

8 Q. I wasn't going to ask you. It says,
9 "Dear Steven, During the last 30 days, no credit
10 alerts have been triggered by changes to your
11 credit report." Do you see that?

12 A. Uh-huh.

13 Q. And it says, "That means, 1, no one has
14 applied for credit in your name."

15 A. Uh-huh.

16 Q. "No one has opened an account in your
17 name."

18 A. Uh-huh.

19 Q. "There were no late payments recorded
20 on your credit report. There were no
21 bankruptcies other public records posted to your
22 credit report." And says, "No one has changed
23 your address with the credit bureaus." Says,
24 "You are now informed and up to date about your
25 credit status." Do you see that, ma'am?

1 A. Uh-huh.

2 Q. When you got these, did you think,
3 well, I was expecting much more than this, I was
4 expecting that they would give me information
5 about Mr. Perez's use of my husband's SSN even
6 if it didn't hit his file? Did you think that?

7 A. I'm sorry, I don't understand the
8 question.

9 Q. Okay. Well, it was a long one, so
10 that's fair.

11 A. Yeah, I got twisted around somewhere in
12 there.

13 Q. Yeah. Well, let me try to make it
14 shorter. Isn't it fair to say that what
15 TrueLink was telling you the first month after
16 you bought this service that the service was
17 about changes to your credit report, it wasn't
18 saying -- and that it was about credit in your
19 name, not credit using your Social Security
20 number, it was about opening an account in your
21 name, not opening an account with your Social
22 Security number. When you read this, did you
23 think to yourself, well, maybe just like
24 TransUnion wouldn't do it before, this credit
25 monitoring service is not going to give me the

1 information that I thought that they were going
2 to give me?

3 A. Well, on September 5th when I received
4 this e-mail, I kind of went, whew, you know.

5 Q. Okay.

6 A. Later on though, as the evidence in the
7 subpoenas and the information from the subpoenas
8 rolled in, now I'm kind of angry about it.

9 Because on or around this time that this
10 particular e-mail that you bring up which has
11 specific significance is this is when the
12 account for Home Depot was relabeled. So, if
13 the Home Depot account was going to appear, this
14 is the particular e-mail it should have appeared
15 in.

16 Q. Well, if the Home Depot account was on
17 your husband's credit report, it should show up
18 here, right?

19 A. Well, if it's on his file, his credit
20 file --

21 Q. Right.

22 A. -- not his disclosure, but his file, it
23 should have appeared here.

24 Q. And, of course, if it wasn't on his
25 credit file, then it shouldn't have, right?

1 A. Well, but it is, so.

2 Q. And we've been through that.

3 A. Right.

4 Q. That's your speculation that someday
5 you think you're going to prove.

6 A. Well, I think it's a reasonable
7 inference because we have the information from
8 the creditor in question that shows their own
9 system where they changed the file.

10 Q. Does anywhere here does it say that no
11 one has applied for credit using your SSN?

12 A. No, it does not.

13 Q. Does anywhere does it say that nothing
14 has occurred outside of your credit report?

15 A. No, it doesn't say that.

16 Q. It says that you could view a complete
17 history of your credit alerts by linking to a
18 particular hyperlink. Do you see that?

19 A. Yeah, that's where you go in and view
20 an alert if you had one.

21 Q. Okay. Well, no, you can view a
22 complete history of your alerts it says.

23 A. Well, I know.

24 Q. Okay. Have you ever done that?

25 A. No.

1 Q. Have you ever printed that out for your
2 lawyers?

3 A. No.

4 Q. No. You could go into it today and
5 print out a history of all the alerts you got,
6 right, since August of 2003?

7 A. I think so, yeah.

8 Q. But you haven't done that, right?

9 A. No, because it's designed to be an
10 online product.

11 Q. Well, did you ever stop to think that
12 I'm suing TrueLink on behalf of a class
13 regarding the credit alerts, they have asked for
14 all information regarding the credit alerts,
15 maybe I should print that out and give it to
16 them in response to their document request?

17 A. I'm sorry?

18 Q. Did you ever think that you had to --
19 you had an obligation to print the history of
20 the credit alerts in responding to document
21 requests in this case?

22 A. No, I didn't think so.

23 MR. CLOON: Can we take a break?
24 We've been going for an hour 45 minutes.

25 THE WITNESS: I need to pee. I'm

1 sorry, was that on the record.

2 MR. O'NEIL: She needs to pee,
3 then we've got to take a break.

4 THE WITNESS: Sorry, I just said
5 that on the record.

6 MR. O'NEIL: That's okay, let's
7 take a break.

8 VIDEOGRAPHER: We are now going
9 off the record at 3:21.

10 (Recess.)

11 VIDEOGRAPHER: The time now is
12 3:39 p.m. and we are back on the record. You
13 may continue.

14 Q. (BY MR. O'NEIL) Thank you.
15 Mrs. Millett, I'm handing you what's been marked
16 as Exhibit 17, which is another document that
17 your lawyers have produced to TrueLink in this
18 case. Appears to be a -- appears to be an
19 e-mail dated November 3, 2003 addressed to
20 Steven, but with your e-mail address, correct?

21 A. Yes.

22 Q. Okay.

23 (M. Millett Exhibit 17 was marked
24 for identification by the reporter.)

25 Q. (BY MR. O'NEIL) The subject line is

1 "Important upgrade to your service," and then
2 the text of the e-mail describes the upgrades.
3 Do you recall learning shortly after you had
4 purchased the credit monitoring product on
5 behalf of your husband that True Credit had
6 upgraded the service?

7 A. Well, they sent this e-mail saying they
8 had upgraded the service.

9 Q. Right. Well, do you have any reason to
10 believe that it was inaccurate to say that you
11 were now going to be getting identity theft
12 insurance at no additional cost?

13 A. I'm sorry, I don't understand.

14 Q. Well, I asked you if you recall that
15 there was an upgrade, and you said, well, they
16 said there was an upgrade, so I was wondering if
17 you were suggesting that this was another lie
18 that they had made to you. I mean, according to
19 the e-mail, you were being informed that the
20 credit monitoring service now includes identity
21 theft insurance, and enhanced fraud resolution.
22 Do you recall getting this e-mail?

23 A. Yeah, I recall getting the e-mail.

24 Q. And do you recall learning it for the
25 first time at no additional cost you would now

1 have identity theft insurance as part of the
2 service that you had purchased?

3 A. No, I would not have identity theft
4 insurance.

5 Q. Why not?

6 A. Because the identity theft insurance
7 rider that goes along with this particular
8 upgrade specifically excludes identity theft
9 which has occurred prior to the institution of
10 the policy.

11 Q. Okay. But it covered identity theft
12 that occurred after you began the service,
13 right?

14 A. No, it doesn't. It only covers -- it
15 only covers identity theft that actually occurs
16 after the policy is in force. If the person who
17 is using the identity was using the identity
18 before the policy took effect, even if the theft
19 is recorded after the insurance goes into
20 effect, you don't have any benefits or coverage.

21 Q. Okay. And how do you know that?

22 A. Because that's what the fine print says
23 on the product.

24 Q. Okay. But, of course, if somebody else
25 stole your husband's identity, that would be

1 covered, right?

2 A. Provided the actual identity theft
3 occurred after the policy was put in place.

4 Q. Okay. Okay. So you do recall that
5 then?

6 A. Yes.

7 Q. Okay. And then it also describes how
8 the fraud resolution services have become
9 improved, or "enhanced" is the word they use.
10 Do you see that?

11 A. (Indicating.)

12 Q. And do you see that it says on the
13 right-hand side about fraud resolution, it says,
14 quote, "Previously provided by Promise Mark,
15 fraud resolution services are now provided by
16 TransUnion's Fraud Victims Assistance
17 Department"? Do you see that?

18 A. Yes. I see that.

19 Q. Okay. Now, does that refresh your
20 recollection that there was never any lapse in
21 the fraud resolution services that were offered
22 as part of credit monitoring?

23 A. Well, the TransUnion Fraud Victims
24 Assistance Department here doesn't take effect
25 until November 3rd of 2003 when they sent this

1 e-mail out. So, the contract was started in
2 August of 2003, so who was covering it between
3 August and November?

4 Q. Do you have any reason to believe that
5 it wasn't TransUnion?

6 A. What do you mean? That it wasn't
7 Promise Mark or it wasn't --

8 Q. Well, who cares. I mean, frankly, does
9 it matter who's providing the service?

10 A. Well, if you've contracted for a
11 service and that person is no longer and has not
12 been providing that service -- this does not
13 show that TransUnion was covering it from August
14 until now. This only says that TransUnion comes
15 on in November and starts covering it.

16 Q. Do you have any evidence that fraud
17 resolution services were not available to those
18 who purchased credit monitoring at any time
19 since August 6, 2003, other than the pleading
20 that you saw your lawyers had written?

21 A. I think there's some documents to that
22 effect, or something along those lines, relating
23 to when Promise Mark exited or whatever, there
24 are dates associated with that.

25 Q. Well, as you sit here today now, do you

1 think those documents indicate that there was a
2 lapse in the services, the fraud resolutions
3 services that were being provided by TrueLink?

4 A. Well, I mean, the -- in my mind, at
5 least from my understanding and that's all I can
6 speak to, I don't -- I don't know who was
7 providing those service from August of 2003
8 until November of 2003 when this notice arrived.

9 Q. Do you have any reason to believe it
10 wasn't Promise Mark?

11 A. Well, I didn't call the fraud services,
12 so I don't know for sure that it wasn't Promise
13 Mark. But I do know that the documents that
14 were produced, at least from my understanding
15 and my recollection as I sit here, was that
16 Promise Mark exited, I thought, some time during
17 the summer, and so then there was no coverage
18 between the time I enrolled in the product and
19 the time that TU's fraud resolutions services
20 took over. But, I mean, that's just my
21 recollection as I'm sitting here. I don't have
22 those documents in front of me.

23 Q. Okay.

24 (M. Millett Exhibit 18 was marked
25 for identification by the reporter.)

1 Q. (BY MR. O'NEIL) Let me hand you what's
2 been marked Exhibit 18. Which is another
3 document that was produced by your lawyers.
4 Again, it's addressed to
5 metalmaiden@sbcglobal.net. And it's -- the
6 subject line is "Your receipt from True Credit."
7 Do you see that, ma'am?

8 A. Yes.

9 Q. Says, "Dear Steven, Welcome to True
10 Credit's award winning credit monitoring
11 service." Do you see that?

12 A. Uh-huh.

13 Q. "We're pleased that you've chosen our
14 program." And then down below, it has "order
15 details."

16 A. Uh-huh.

17 Q. Has an order date of May 23, 2004.

18 A. Uh-huh.

19 Q. Do you recall getting this e-mail?

20 A. Yes.

21 Q. So, did you affirmatively -- you told
22 us earlier that you thought the credit
23 monitoring subscription was self renewing unless
24 you told it not to renew?

25 A. I believe that's what the agreement

1 says.

2 Q. Okay. Do you recall now that you
3 affirmatively ordered credit monitoring again in
4 May of 2004?

5 A. No, I do not.

6 Q. Okay.

7 A. This is the receipt that they generate
8 every quarter when they renew the product. They
9 always send a receipt every quarter like this.

10 Q. And every receipt of renewal says
11 welcome to the service, as opposed to you've
12 been renewed automatically?

13 A. Sometimes they do, yeah.

14 Q. Okay. So, --

15 A. I mean, I didn't physically go into the
16 site and renew the product to get this mail.
17 This was sent to me. This was after the alert
18 fell off and was reinstated. And Amanda was
19 around this time I know, because we were having
20 discussions about at that time they thought it
21 was the fraud alert falling on and off or some
22 other issue, but that's not what we later
23 determined.

24 Q. With all due respect, Amanda wasn't
25 around. This was dated May of 2004, you didn't

1 sue TransUnion until June of 2004.

2 A. But there's another mail like this one
3 in '05 I believe.

4 Q. Did you get receipts whenever the
5 subscription automatically renewed?

6 A. Yes.

7 Q. And did they always say welcome to the
8 service, we're pleased that you've chosen, which
9 would suggest to me that it's a brand new start
10 of the service and not a renewal?

11 A. Well, they sent the mail, so I don't
12 know why this mail says welcome. But I did not
13 go in and renew the service.

14 Q. Okay. Did you ever recall getting
15 receipts that said we've renewed your
16 subscription?

17 A. I've gotten receipts like that, but I
18 can't say if it's with this product or one of
19 the other products. So, I mean, I'd have to
20 look at the mail to be able to say.

21 Q. I'm not sure that we've ever seen any
22 documents that were produced by your lawyers
23 that constituted notice of a renewal from
24 TrueLink. But you think that you did get such
25 e-mails?

1 A. Well, I mean, I got e-mails from some
2 of the credit monitoring products that say
3 here's your renewal or whatever. So, whether it
4 was this one or not, unless I had the e-mail
5 here in front of me, I really couldn't say.

6 Q. And if I don't have the e-mail, I can't
7 help refresh your recollection, right?

8 A. Correct.

9 Q. But, otherwise, you're confused as to
10 what e-mails you got from what company, right?

11 A. I've gotten a bunch of e-mails, there's
12 no question.

13 Q. From multiple companies?

14 A. Yes.

15 Q. And unless somebody puts them in front
16 of you, it's hard for you to separate them out?

17 A. Yes.

18 Q. Okay.

19 (M. Millett Exhibit 19 was marked
20 for identification by the reporter.)

21 Q. (BY MR. O'NEIL) Let me show you what's
22 been marked Exhibit 19, which is another
23 document that was produced by your lawyers in
24 this case. The first part of the document
25 appears to be a copy of a credit report that you

1 got from TrueLink regarding your husband. I'd
2 like to direct your attention to the last two
3 pages. Beginning on the second to the last
4 page, it seems to be the end of the credit
5 report, but then at the bottom of that page
6 seems to be the beginning of an e-mail. Do you
7 see that?

8 A. Yep.

9 Q. And the credit report is dated -- well,
10 I'm not sure there is a date -- can you explain
11 why it looks as if two separate documents were
12 somehow combined into one?

13 A. Because the credit report was printed
14 -- because there was an e-mail in between here
15 too to Barry Grissom.

16 Q. Yeah, we'll get to that in a second.
17 But there is the credit report and then there is
18 the e-mail alert. Do you see that?

19 A. I see that.

20 Q. But you didn't get the documents this
21 way from TrueLink, did you?

22 A. What do you mean?

23 Q. Meaning that on the second to last
24 page, there was the end of the credit report and
25 then the beginning of an e-mail?

1 A. I got the alert e-mail first.

2 Q. Right.

3 A. This alert was blank. So I went in and
4 purchased the credit report, which is the piece
5 that's pasted in to the top of the e-mail which
6 was then forwarded to my attorney.

7 Q. Okay, now I understand. So, you took
8 the two documents, put them in one e-mail and
9 sent them to your lawyers?

10 A. Well, actually, no. I took the
11 original e-mail sent from True Credit and
12 forwarded it. I pasted the new credit report
13 inside it and then typed my stuff on the front
14 and then mailed it to Barry and Joyce.

15 Q. So, this is not how you got the two
16 separate documents from TrueLink, you kind of
17 combined them in an e-mail to your lawyer?

18 A. I forwarded the one document to my
19 lawyer directly.

20 Q. What document is that?

21 A. That's this last one which says it's
22 the credit alert, that's why the subject says FW
23 colon, because it's a forward of the actual
24 credit alert e-mail that came from TransUnion.

25 Q. I understand. But then you also --

1 A. I pasted in the credit report I
2 purchased.

3 Q. Okay, now I understand. So, when you
4 pasted in the credit report -- okay. But the
5 credit report doesn't have a date on it?

6 A. Yes, it does, on Page 1000.

7 Q. Oh, you're right, I'm sorry, it does
8 say August 16th there. So the -- okay, now I
9 understand.

10 Now, the last page of this document is
11 the credit alert, says "If changes appear in
12 your credit report, for further details click
13 here." The last page ma'am?

14 A. Yes.

15 Q. Now, that's the way the alert's always
16 looked, that the e-mail just said there was a
17 change in your credit report, and then you had
18 to click on a link to learn what the change was,
19 right?

20 A. You click on the link and then you log
21 in.

22 Q. Okay.

23 A. And then you can learn what the --

24 Q. Okay.

25 A. What the --

1 Q. Okay. And there was a separate page on
2 the website that tells you the details of what
3 prompted the credit alert?

4 A. Right.

5 Q. Like, for example, an inquiry or new
6 account?

7 A. Correct.

8 Q. Okay. Did you ever print out those
9 pages?

10 A. No.

11 Q. Okay. Because I'll tell you that we
12 haven't received any of those types of pages
13 from your lawyer that explain what the alert --
14 what actually was the alert. And you're telling
15 me that's because you never printed them out,
16 right?

17 A. I never printed them out, no.

18 Q. Okay.

19 A. Because you can't print the alerts out.

20 Q. Well, can you print the history of the
21 alerts, which we saw in the earlier document?

22 A. Well, I think you can print the history
23 of the alerts today, but in 2003 and 2004, you
24 couldn't print an alert. It would pop up in its
25 own window.

1 Q. Okay.

2 A. And then all of the right click menus
3 were disabled, so you didn't have the option to
4 like print or copy or paste or do anything with
5 it.

6 Q. I understand, okay. I understand. But
7 you think that this is one of those examples
8 where you clicked on and then what, it was
9 blank?

10 A. Yeah, the alert had nothing in it.

11 Q. Literally just --

12 A. Blank. It was a white box.

13 Q. Okay. Did you ever call TrueLink and
14 say there's something wrong here because I'm
15 getting these alerts and they're blank?

16 A. At this point in time, August 16, 2004,
17 we had already filed the lawsuits. So, I took
18 the information from the alert, I had went and
19 purchased the credit report to figure out if
20 there actually was a true change being reported,
21 so that if needed I could let my lawyers know
22 that and I forwarded that information to my
23 attorneys.

24 Q. Okay, I understand that you had sued
25 TransUnion, but not TrueLink as of this point.

1 But are you suggesting that because you had
2 already sued TransUnion that you couldn't
3 contact TrueLink and say there's a problem with
4 my service?

5 A. My understanding was that my lawyers
6 were handling that, those matters for us at that
7 time. So I took the information that I received
8 and I turned it over to our lawyers.

9 Q. To your knowledge, have you, your
10 husband, or your lawyers ever notified TrueLink
11 of what you saw as being a problem with the
12 alerts being blank?

13 A. I don't know if my lawyers ever
14 communicated that or not. My husband and
15 myself, no, did not call TrueLink directly.

16 Q. Okay. To your knowledge, is the fact
17 that you believe these alerts were blank, is
18 that part of the claims in this lawsuit?

19 A. Well, it's part of the information that
20 shows that the product is malfunctioning.

21 Q. Well, I understand. But I think your
22 primary complaint, if not your only one, is that
23 it doesn't give you information outside of your
24 credit report?

25 MS. YEAGER: Objection.

1 Misstates the record.

2 A. No, that's not true.

3 Q. (BY MR. O'NEIL) Okay. Okay. Well --
4 I'm sorry, I didn't want to characterize your
5 claim. I'm just trying to understand. I don't
6 think I saw in the complaint, and we never
7 learned about this until very recently, but I'm
8 trying to understand, are one of the claims you
9 have in this case based upon these blank alerts
10 you were getting?

11 A. Yes. Because it's a malfunction of the
12 product.

13 Q. Okay. But you never told TrueLink that
14 the product was malfunctioning, right?

15 A. I believe we talked to TransUnion about
16 this. This is August of 2004, I know somebody
17 was here -- I know somebody from TransUnion was
18 here in September of '04, because we met with
19 them in personal in Barry Grissom's office.
20 Experian was here also during that time frame,
21 the September-October time frame of '04.

22 Q. And this is when they were explaining
23 to you that you sued the wrong company?

24 A. Right.

25 Q. And you sued the --

1 A. Exactly.

2 Q. Okay. But you never told TrueLink.
3 You told -- you think you told TransUnion's
4 lawyers in a settlement conference or something?

5 MS. YEAGER: Objection.
6 Misstates the testimony.

7 A. It was not a settlement conference.

8 Q. (BY MR. O'NEIL) Okay.

9 A. They came out after the lawsuits were
10 filed. What they came here for, I don't know.
11 I mean, they came here to talk to us about the
12 case, but I don't know that they came here for
13 the purposes of discussing settlement.

14 Q. In any event, going back to my original
15 question. To your knowledge, neither you nor
16 your lawyers have advised TrueLink of this
17 problem in the product?

18 A. I'm sitting here going if TransUnion is
19 notified and they're your parent company, then
20 you've been notified.

21 Q. Okay. I understand that's your
22 position. But when I ask you have you contacted
23 TrueLink, would you please understand that I
24 mean TrueLink and I don't mean their parent
25 company? Can we just have an understanding

1 going forward that that's what I mean?

2 A. Okay, as long as 100 percent of the
3 time that you use the word "TrueLink," it will
4 mean only TrueLink and not refer to any
5 information from the parent company, then I can
6 accept that.

7 Q. Yeah, when I say "TrueLink," that means
8 TrueLink. When I say "TransUnion," that means
9 TransUnion. Fair enough?

10 A. Okay.

11 Q. Good. When you -- okay, so then
12 there's an e-mail that you sent to Mr. Grissom.
13 And it says, "Now showing below highlighted in
14 red are two accounts now showing that are not
15 ours, one of whom is an insurance in Los
16 Angeles, California." Do you see that?

17 A. Yep.

18 Q. What are the two accounts you're
19 referring to?

20 A. The -- these are listed in the inquiry
21 section on the last page where it has creditor
22 information on 1004.

23 Q. Okay.

24 A. Do you see Citi Card CBS DNA from Sioux
25 Falls, South Dakota, that's No. 1. And the

1 second one is Farmers Insurance Group from Los
2 Angeles, California.

3 Q. So, it's not accounts, it's inquiries
4 that you were --

5 A. No, this says "creditor information."
6 "The creditor information section provides the
7 names, addresses and phone numbers of all
8 creditors that appears on your credit report."

9 Q. Okay.

10 A. There is a creditor appearing here for
11 which there is no trade line.

12 Q. Well, it's because it's the inquiry.

13 A. No --

14 Q. You didn't understand that?

15 A. This doesn't say about inquiries, this
16 says "provides the information of -- phone
17 numbers of all creditors." A creditor is a
18 person I owe money to. A creditor is not
19 somebody who's made an inquiry.

20 Q. Okay. Let's go to the inquiry
21 information on the prior page.

22 A. Right.

23 Q. Do you see what it says?

24 A. Uh-huh.

25 Q. Says "creditor name," right?

1 A. It says, "A list of companies that have
2 requested your credit report," it does not use
3 the word "creditor." Well, this says "creditor
4 name" here. I'm saying but when they're
5 describing the inquiry information, it does not
6 say or use the word "creditor."

7 Q. So, you don't understand "creditor"
8 here to mean the same as creditor on the next
9 page?

10 A. Well, and the reason for that is
11 because American Honda Finance, Ford Motor
12 Credit, Jared Jeweler and Washington Mutual are
13 legitimate creditors on this credit report for
14 which trade lines appear.

15 Q. I understand, you just didn't
16 understand. I understand. And then you also
17 tell your lawyers that, quote, "It seems their
18 defense will entail trying to show we never
19 requested fraud alerts for our files." Do you
20 see that?

21 A. Uh-huh.

22 Q. Do you still believe that that's
23 TrueLink's defense in this case?

24 A. What?

25 Q. That we'll claim that you never

1 requested fraud alerts?

2 A. Well, the problem is, is with this
3 particular report was that the fraud alert was
4 redated. And I didn't want anybody to come back
5 and say I did not have a fraud alert in '03 when
6 I did.

7 Q. To your knowledge, are we claiming that
8 you never put a fraud alert in the file?

9 A. Not at this time, no. But it has been
10 brought up.

11 Q. By who?

12 A. Well, it was brought up I think in the
13 Experian deposition.

14 MR. O'NEIL: Okay, let's go off
15 the record.

16 VIDEOGRAPHER: We are now going
17 off the record at 4:00 p.m.

18 (Recess.)

19 VIDEOGRAPHER: One moment please.
20 It is now 4:01 p.m. and we are back on the
21 record. You may continue.

22 Q. (BY MR. O'NEIL) Thank you.
23 Mrs. Millett, I'm showing you what's been marked
24 Exhibit 20, which are some more pages that were
25 produced by your lawyers in this case.

1 (M. Millett Exhibit 20 was marked
2 for identification by the reporter.)

3 Q. (BY MR. O'NEIL) Can you tell me if
4 you've ever seen this document before?

5 A. I probably have. This looks like it's
6 a TransUnion Consumer Disclosure.

7 Q. So, this is not information from
8 TrueLink, it's information from TransUnion,
9 right?

10 A. Yes. This is a TransUnion consumer
11 disclosure.

12 Q. And although the letter is addressed to
13 Mr. Millett, you were the one who contacted
14 TransUnion asking for the information, right?

15 A. Well, it's a dispute I think.

16 Q. Okay. You're right, because the letter
17 says "Re: Dispute status."

18 A. Uh-huh.

19 Q. It says, "Based on the information
20 provided TransUnion, our records show that the
21 information you disputed does not currently
22 appear in your TransUnion credit report," closed
23 quote. Do you see that?

24 A. Yes.

25 Q. Do you recall what in September 2004

1 you were disputing with TransUnion on behalf of
2 your husband?

3 A. It was information I think regarding
4 the two creditors that weren't supposed to be
5 appearing there, but I can't recall exactly.

6 Q. Okay, this makes sense. So, Exhibit 19
7 you tell your lawyers that you interpreted this
8 TrueLink credit report as indicating that there
9 was Farmers and Citi Cards accounts on your
10 husband's credit report?

11 A. Right.

12 Q. And so you contacted TransUnion and
13 said there is Farmers and Citibank accounts on
14 my husband's credit report, right?

15 A. Well, listed as creditors, yeah.

16 Q. Okay. And then TransUnion writes back
17 and says, no, we don't have that information on
18 the credit report, right?

19 A. Correct.

20 Q. And it wasn't, was it? I mean, there
21 was no Citibank or Farmers accounts on the
22 credit report, right?

23 A. It is listed in the section where it
24 says, "the following companies have received
25 your credit report," and the important thing is

1 neither one of those people have a permissible
2 purpose for receiving my husband's credit
3 report.

4 Q. Okay, well, before we get to that. You
5 do understand the difference between a credit
6 account on your file and an inquiry, right?

7 A. I understand the difference between a
8 trade line and an inquiry, yes.

9 Q. Okay, good. Is that your handwriting
10 that's on exhibit -- what Exhibit No. -- 20?

11 MR. CLOON: Yes.

12 MR. O'NEIL: Thank you. Yes.

13 Q. (BY MR. O'NEIL) Okay.

14 A. I mean, as far as I -- let me go back
15 through here and make sure all of them are mine.

16 Q. On the second page, there's some
17 handwriting, do you see that?

18 A. Yeah, I saw that. I'm just going
19 through looking at all the written notes just to
20 make sure they're all mine and nobody's added
21 anything that's been copied in.

22 Q. Good idea.

23 A. Okay. I'm satisfied all the written
24 notes on the report are mine.

25 Q. Okay. When you reviewed this report,

1 did you see anything in it that should have been
2 but was not the subject of a credit alert from
3 TrueLink?

4 A. I had some items that were
5 questionable. They're notated in brackets.

6 Q. But I think your questions are about
7 something different, and we'll get to that.
8 Right now what I'm asking about is the TrueLink
9 product.

10 A. Uh-huh. There were no trade lines
11 appearing on here that would have generated an
12 alert let's just say.

13 Q. Okay. Well, let me be more broad.
14 Because you understood that the TrueLink credit
15 monitoring service was going to monitor
16 Mr. Millett's credit file, right?

17 A. Correct.

18 Q. Okay. Now that you got a copy of
19 TransUnion's credit file, did you see anything
20 -- and I'm asking you to think back to 2004, not
21 today.

22 A. I understand that.

23 Q. In September of 2004, did you think to
24 yourself, wait a minute, there's something on
25 this report that I didn't get a weekly alert

1 from True Credit for?

2 A. I didn't see anything in here that was
3 not in the True Credit report, no.

4 Q. Okay. The first handwriting is on the
5 second page. Can you tell me what that
6 handwriting says?

7 A. "Why VIN on credit report?"

8 Q. Okay.

9 A. Why is my vehicle identification number
10 on my credit report.

11 Q. And did that concern you?

12 A. Yeah, it concerns me because people
13 steal VINs all the time and attach them to
14 vehicles and commit crimes. I mean, as you get
15 into identity theft investigations as a whole,
16 you find out there's a whole scary realm of
17 unique identifiers out there that can be copied
18 and be linked back to you.

19 Q. Yeah, I mean -- frankly, I mean, if an
20 identity theft got ahold of your husband's
21 credit report, the VIN would be the least of
22 your problems.

23 A. Right. Uh-huh. But the problem with
24 it is is -- the problem with it is the credit
25 reports are looked at by so many different

1 individuals, that it would be possible for
2 somebody in a convenient place to take
3 information with the intent to do harm to other
4 people.

5 Q. And in the second page, what's the
6 handwriting there on the left -- I'm sorry. The
7 third page, what's the handwriting on the left?

8 A. "No permissible purpose" and I can't
9 even read that, so I don't know what the one
10 below it around Farmers Insurance says. I don't
11 know what that says. I can't read my own
12 writing, I'm sorry.

13 Q. Sometimes that happens to me too.

14 A. I think the second word looks like
15 "good." That one looks like "good," but I can't
16 see what it says above it, so I don't know what
17 I meant or what was good or not good.

18 Q. And then down below there's some
19 handwriting, can you read that?

20 A. I think that says "Who are these".

21 Q. Uh-huh. Did you understand that these
22 are soft inquiries down at the bottom?

23 A. Yes, I understand that they're soft
24 inquiries. But we had a promotional block
25 placed on your file, so there probably shouldn't

1 have been any soft inquiries.

2 Q. When did you have a promotional block
3 put in place?

4 A. The same time that the credit fraud
5 alert was placed.

6 MS. YEAGER: I'm sorry, Melody,
7 you need to take your hand down.

8 THE WITNESS: Oh, I'm sorry.

9 Q. (BY MR. O'NEIL) Did you ever contact
10 TransUnion and ask them to put a promotional
11 block on your husband's file?

12 A. At the time that they did the fraud
13 alert, yeah.

14 Q. Okay, well, in September of 2004 when
15 they gave you a copy of Mr. Millett's credit
16 report -- and it was for free, right?

17 A. What? This one?

18 Q. Yeah.

19 A. Yeah, because this one was in response
20 to the dispute that was initiated from this
21 other report I believe.

22 Q. Yeah. I mean, any time you want a free
23 credit report from TransUnion, you can just
24 dispute something and you'll get one, right?

25 A. Well, yeah, I think so. I think that's

1 pretty much how it works.

2 Q. All right. And then the letter says,
3 "If you have any additional questions or
4 concerns, please contact TransUnion at the
5 address shown below." So, in September of 2004
6 when you got this credit report, did you call
7 TransUnion and say please make sure that there
8 is a promotional block on my husband's credit
9 file?

10 A. I believe one of my attorneys either
11 discussed that with the TransUnion attorneys or
12 somebody at that time.

13 Q. Well, I don't understand. Because
14 you're contacting TransUnion directly to dispute
15 information and to get copies of your husband's
16 file, right?

17 A. But I didn't talk to anybody. I
18 disputed it on the web. You know, you can click
19 on the link and go out and do the web dispute,
20 and you just dispute the item and say it's
21 disputed, and then they go out and do their --
22 you don't talk to a person, it's like self
23 service.

24 Q. Okay. Well, what prevented you from
25 asking TransUnion to put a block on promotional

1 inquiries that way?

2 A. Well, I wanted my lawyers to talk to
3 them, because some of these promotional
4 inquiries appear to be from accounts that were
5 related to the identity theft, and I didn't want
6 for, you know, information from the
7 investigation to get lost. Because you have two
8 Citi -- there's two City card soft inquiries and
9 an inquiry on here from American General
10 Financial, whom we've never done business with,
11 who was an Abundio Perez creditor as well.

12 Q. Okay. Aside from in I think you said
13 January 2003, did you ever contact TransUnion to
14 ask that promotional block be put on
15 Mr. Millett's file?

16 A. I'm sorry, can I get the question
17 reread please?

18 Q. Yeah, I'll just do it. I think you
19 said that you initially requested that
20 Mr. Millett's file be blocked from promotional
21 inquiries in January 2003, right?

22 A. Yeah.

23 Q. Okay. At any other time after January
24 2003, did you contact TransUnion and renew that
25 request?

1 A. No, but one of our attorneys has I
2 think.

3 Q. And on Page 3 of the credit report, you
4 have a notation "no permissible purpose" next to
5 the "Farmers Insurance inquiry"?

6 A. Yes.

7 Q. But you already testified earlier that
8 you had done business with Farmers, do you
9 recall that?

10 A. Correct. But they were no longer our
11 insurance carrier at that time.

12 Q. Well, the inquiry wasn't in September
13 of 2004, it was in --

14 A. November of 2003, and they were already
15 fired.

16 Q. Okay.

17 A. They got fired after the hail storms we
18 had here in June of 2003 which destroyed my
19 Acura and required \$9,000 worth of damage, and I
20 had to argue with them for four months to get
21 them to pay for my car, so, yeah, they were
22 fired.

23 Q. Did you use an insurance agent to
24 obtain that insurance?

25 A. Which one? The All State or the

1 Farmers?

2 Q. Farmers?

3 A. I went to a Farmers' agent.

4 Q. Uh-huh. Did you ever advise TransUnion
5 that you thought Farmers Insurance had no
6 permissible purpose to pull that report?

7 A. I believe we discussed this with their
8 attorneys in, I don't know which report this is,
9 but when they were here in '04. Because this
10 inquiry here was already on the report for quite
11 some time prior to that point in time.

12 Q. And in the fall of 2004 is when you or
13 your lawyers dismissed TransUnion from the case
14 and added TrueLink, right?

15 A. I would say that the time period seems
16 about right.

17 Q. Okay.

18 A. I don't know if it was exactly the fall
19 or if it was more closer to winter.

20 Q. Yeah, I could be wrong on that timing.
21 I think I'm wrong on that, but okay. I may have
22 asked you this before, did you ever sign a
23 settlement agreement with TransUnion?

24 A. I don't recall. I don't think so.

25 Q. Do you know, is there any written

1 documentation of any agreement that you had with
2 TransUnion in connection with dismissing them
3 from the lawsuit?

4 A. I think it was just relabeled to
5 TrueLink, because they said that was the party
6 we were supposed to be suing. So, I'm kind of
7 at, you know...

8 Q. But you've made reference to
9 conversations with Amanda and where they
10 promised you quarterly reports or something like
11 that. Do you remember that testimony today?

12 A. Yes.

13 Q. Is that understanding in writing
14 anywhere as far as you know?

15 A. I don't know. I don't think so. I
16 don't -- it's not like, oh, I signed a legal
17 agreement that's notarized that's shoved
18 somewhere, I don't think that that occurred, no.

19 Q. Have you ever seen correspondence
20 between your lawyers and Amanda and her law
21 firm?

22 A. I've seen correspondence from Amanda,
23 but I don't know if I've seen any that relates
24 to this particular situation. I mean, if I was
25 supposed to receive it, I've received it. But

1 I've had 3,000 e-mails since then.

2 Q. How many e-mails do you get a day?

3 A. Home or work?

4 Q. Home.

5 A. About five or 600.

6 Q. Really?

7 A. Uh-huh.

8 Q. Are most of them from people you don't
9 know?

10 A. No. I mean, my dad's a very prolific
11 e-mail sender, my mom's a prolific e-mail
12 sender, I have relatives that are -- I have
13 friends in the internet community and the
14 identity theft community that e-mail me on a
15 regular basis. And then of course you have your
16 regular obligatory 250 spam messages a day,
17 because I have an e-mail address that has the
18 luxury of being approximately, what, six, seven
19 years old now. So, that's how that goes.

20 Q. Do you look at them all?

21 A. Well, I skim them, I delete the spam.
22 I keep the important ones. Ones that come from
23 addresses that are white listed go into special
24 folders so I know I read those first, and the
25 rest of them I kind of skim through at my

1 leisure.

2 Q. In the last four or five months, have
3 you made any effort to go through all of your
4 stored e-mails and to print out those that
5 relate to TrueLink?

6 A. In the last four or five months, I made
7 an effort to go through all of my electronic
8 mail and forward them to my attorneys, but they
9 were zipped and they were sent electronically.
10 They weren't printed by me.

11 Q. Okay. So, you did make an effort to
12 identify e-mails that were responsive to the
13 document requests here?

14 A. Yes.

15 Q. And to forward those on?

16 A. Yes.

17 Q. But you don't know if your lawyers have
18 produced it to TrueLink's counsel, right?

19 A. I don't know if they've all been
20 produced or not. And, of course, you know, the
21 e-mails are ongoing. So, if you produced it in
22 March and 15 e-mails have come in from TrueLink
23 since then, it's possible you could be missing
24 some.

25 Q. Well, the last e-mail was August of

1 2005, we're probably missing a lot, right?

2 A. I'm not so sure how many you'd be
3 missing at that point.

4 Q. Uh-huh.

5 A. I think they were more prolific in
6 e-mail prior to that.

7 Q. Do you recall making any effort to
8 print out the credit monitoring member agreement
9 that you had to click on on August 6, 2003, in
10 order to purchase the products on behalf of your
11 husband?

12 MS. YEAGER: Objection. Asked
13 and answered.

14 A. Are you talking about the contract?

15 Q. (BY MR. O'NEIL) Yes.

16 A. Do I remember what?

17 Q. Trying to print that out.

18 A. I remember it was extremely difficult
19 to print out.

20 Q. Uh-huh. So you did try?

21 A. I did try.

22 Q. Well, did you succeed?

23 A. I don't think I was successful, no.

24 Q. Okay.

25 A. But I could have that confused with

1 some other case, because some of them you can
2 print and some of them you can't. Those web
3 forms get funky and some of them won't let you
4 print them and...

5 Q. Did you make any effort to print out
6 the contract with TrueLink after August 6, 2003?

7 MS. YEAGER: I'm going to object
8 to the extent it calls for attorney-client
9 privilege. You may answer.

10 A. I'm not sure when the next attempt was
11 made or --

12 Q. (BY MR. O'NEIL) Or if one -- right now
13 I'm just asking if you ever made an attempt.

14 A. I've made attempts, but I can't
15 necessarily tie it specifically to this product.
16 So I mean...

17 Q. So, it may have been other products?

18 A. It may have been another product.

19 Q. Before you authorized your lawyers to
20 file that complaint against seven defendants in
21 July of 2004, did you make any attempt to read
22 the contract that you were suing on?

23 A. Yes.

24 Q. Okay. Did you notice then that the
25 contract was with TrueLink and not TransUnion?

1 A. I'm sorry, what?

2 Q. Did you notice when you read that
3 contract at that time that in fact the contract
4 was with TrueLink not TransUnion?

5 A. I understood TrueLink to be part of the
6 contract, but, I mean, you -- it says TransUnion
7 and there's TransUnion all over the page, so. I
8 mean, at that point I thought it was possible
9 TrueLink could be TransUnion, I mean, you know.

10 (M. Millett Exhibit 21 was marked
11 for identification by the reporter.)

12 Q. (BY MR. O'NEIL) I'm going to hand you
13 what's been marked Exhibit 21, which are some
14 more documents that were produced by your
15 lawyers in this case. Do you recognize this
16 document?

17 A. Yes, this is an e-mail I sent to Joyce
18 of the new TrueLink service agreement in October
19 of 2004.

20 Q. So you were able to print it at least
21 in October of 2004, right?

22 A. Yes.

23 Q. What prompted you to send this to your
24 lawyer at that time?

25 A. Because I think that they -- I think

1 when you logged in to the site, there was some
2 notification or something that the service
3 agreement was updated or whatever, so I went out
4 there and printed it and sent it.

5 Q. Did you read it at that time?

6 A. Yes, I read this at that time.

7 Q. Did you read the whole thing or did you
8 just skim it?

9 A. No. At this time, I probably read the
10 whole thing from top to bottom.

11 Q. Let me direct your attention to Page 5.

12 A. Okay.

13 Q. Under the heading "Applicable Law."

14 A. Uh-huh.

15 Q. Do you recall learning when you read
16 this at that time that Delaware law governed any
17 claims brought under the contract?

18 A. I just -- I just interpreted that this
19 meant that the case had to be prosecuted in
20 Delaware, you know.

21 Q. But in fact you had filed the lawsuit
22 in Kansas, right?

23 A. Correct.

24 Q. Actually, you filed two lawsuits
25 against TransUnion in Kansas in 2004, do you

1 recall that?

2 A. Well, it's one lawsuit.

3 Q. Well, technically, you filed one
4 lawsuit against seven defendants and TransUnion
5 was one of them, right?

6 A. Right.

7 Q. And then you voluntarily dismissed
8 without prejudice TransUnion, and then you filed
9 a new lawsuit in Kansas. Do you recall that?

10 A. Yeah, I recall that.

11 Q. Okay.

12 A. I just don't characterize it the way
13 that you do, because I think that was a
14 procedural thing.

15 Q. Did you ever discuss this contract with
16 your husband?

17 A. Which one? This new contract?

18 Q. You know what that's a good question.
19 Did you ever discuss any contract between your
20 husband and TrueLink with your husband?

21 A. Well, I mean, he knows we entered into
22 one, I mean.

23 Q. But you obviously never gave him -- you
24 know, you never discussed the details of the
25 contract, right?

1 A. No. I mean, when I act as his agent if
2 he had -- if I read a contract or whatever and I
3 say, you know, we say it's okay or whatever,
4 then it's okay, and that's okay.

5 Q. So, basically, because you had agreed
6 to the terms of the contract, that was good
7 enough for your husband, right?

8 A. Yeah.

9 Q. Okay. And you had agreed to the terms
10 of the contract, right, when you first signed up
11 for the service in August of 2003?

12 A. Yeah, that's part -- you enter into a
13 contract, that's what the issue is I think.

14 Q. Has -- have you suffered any damages as
15 a result of the breach of contract that you
16 allege TrueLink committed?

17 A. My husband and I have lost the money
18 that we paid for the product.

19 Q. Well, you understand technically your
20 husband paid for the product, right?

21 A. No, technically, I paid for the
22 product, it's my debit card.

23 Q. Okay. Any other damages that you or
24 your -- well, let's stick to your husband. Has
25 your husband suffered any other damages as a

1 result of the alleged breach of contract by
2 TrueLink?

3 A. Well, he -- he's statutory damages, he
4 has -- I think there's injunctive relief that's
5 being requested, his attorney cost and fees.

6 Q. Well, you know, maybe I shouldn't use
7 the word "damages," because that can sometimes
8 have a legal meaning. Let's talk about harm,
9 kind of a non-legal term.

10 A. Okay.

11 Q. Has your husband suffered any harm as a
12 result of TrueLink allegedly not delivering what
13 it promised?

14 A. Yeah.

15 Q. And what harm has he suffered?

16 A. He's suffered the harm of not being
17 notified that there was a public judgement
18 issued against his Social Security number
19 without his knowledge. Additional harm includes
20 accounts that have been relabeled that he was
21 never notified about that have his name and
22 address associated with him.

23 Q. If I can just stop you. And maybe we
24 should go back to what you said before lunch,
25 but. Because you listed a number of things

1 that --

2 A. Right.

3 Q. -- you think TrueLink did or didn't do
4 that is the subject of your claim.

5 A. Right.

6 Q. So, let's go to that and -- first one
7 you said is just what you said before that there
8 was -- you said that TrueLink failed to disclose
9 that there was a judgement entered in a public
10 record using Mr. Millett's Social Security
11 number?

12 A. Yep.

13 Q. How was he harmed by that though?

14 A. Well, he's harmed by that because the
15 collectors then started calling the house trying
16 to collect the judgement.

17 Q. They did?

18 A. Yes. Ford Motor Credit called on at
19 least two occasions.

20 Q. Okay. Well, that -- the phone calls
21 weren't a result of TrueLink not notifying you,
22 the phone calls were the result of Mr. Perez
23 using your husband's Social Security number,
24 right?

25 A. Right. But public records are used as

1 background checks for employment and other
2 instances. And, I mean, if I can go out there
3 to log in to LexisNexis and find that public
4 record for \$2.95 with my husband's Social
5 Security number attached to it, I don't think
6 there's any reason why the TrueLink product
7 shouldn't have been able to notify me about
8 that.

9 Q. Ma'am, I understand you think they
10 should have notified you. What I'm asking is,
11 so what? They didn't notify you, what harm was
12 attributable not to the identity theft, not to
13 the filing of the public record judgement. What
14 I'm asking is, what harm did your husband suffer
15 because TrueLink didn't tell you about it?

16 A. It took longer to find out about it.

17 Q. Well, when was the public record
18 judgement filed?

19 A. I'm thinking it was some time in the
20 April or May time frame or maybe it was sooner
21 than that, it was March or whatever, that whole
22 process got started. I'd have to look at the
23 documents. But I know that it was in the first
24 part of 2004.

25 Q. Have you ever seen a copy of the

1 judgement that was entered in the public record?

2 A. Yes, I have.

3 Q. And has it been produced to your
4 lawyers?

5 A. Yes, my lawyers got a copy of it in the
6 Ford Motor case.

7 Q. Okay. Well, we haven't seen it, so.
8 It would be helpful to get that since it's now
9 part of your claim.

10 You told us this morning that your
11 credit monitoring service lapsed for three
12 months while you were still being charged?

13 A. Yes.

14 Q. When was that?

15 A. That's in the TU documents that you all
16 produced where it shows that the credit watch
17 was ended and there was still product being --
18 still billing period being recorded on.

19 Q. Is that the document I showed you
20 before?

21 A. Well, that's part of it. But you need
22 the other piece too, which that has the actual
23 little computer transactions going back and
24 forth between you and TransUnion that show when
25 the credit watch is placed on their file and

1 removed from the file.

2 Q. Okay. But --

3 A. I don't know what document numbers
4 those are off the top of my head.

5 Q. And you think that you were charged
6 during that time period?

7 A. Yes.

8 Q. Okay. But if you look at -- well,
9 okay. And we're awaiting your bank records to
10 show whether or not you've been charged, right?

11 A. Correct.

12 Q. Okay. Look forward to seeing those.
13 You also said that one of the problems you had
14 with TrueLink was the product is being marketed
15 for bulk purchase to give to data breach
16 victims. Do you recall that?

17 A. Yes.

18 Q. Well, your husband hasn't been harmed
19 by that fact, has he?

20 A. Well, no, but those people would be
21 part of this class as well, because those data
22 breach victims, like the Veterans Administration
23 and whatnot that are being offered these
24 products and services as identity theft
25 remediation for them due to data breaches of

1 computer systems are receiving the same product
2 we are. And if their identity can be stolen and
3 their Social Security number can be used, then
4 they're not going to be notified, then how
5 valuable is the product really to them in terms
6 of being an identity theft product.

7 Q. Well, do you think that people who
8 didn't pay for the product but had the Veteran
9 Administration pay for it, do you think that
10 they're members of your class you want to
11 represent?

12 A. Well, I think the Veterans
13 Administration should get it's money back, don't
14 you?

15 Q. So you think the Veterans
16 Administration is a member of your class then?

17 A. Well, if they in fact purchased this
18 product and they were a part of this class,
19 then, yeah, they would be part of this class.

20 Q. Well, what if they didn't share your
21 understanding of what the product could do?

22 A. Well, it's obviously that they should
23 -- they have an assumption about what the
24 product could do or they wouldn't be purchasing
25 that product to give to identity theft victims.

1 Q. Well, no. I mean, with all due
2 respect, Mrs. Millett, you're the only person I
3 ever met who thought that the credit monitoring
4 product could actually alert you to things
5 occurring outside of your credit file. Do you
6 have any reason to believe that the Veteran
7 Administration believed that when they bought
8 the product?

9 A. No, I don't have reason to believe
10 that, I just know they bought the product.

11 Q. Okay.

12 A. Because it was in one of the news
13 articles I read.

14 Q. Because you've acknowledged that the
15 product does identify true name fraud, right?

16 A. Well, at least I thought it did at some
17 point, but I don't believe that anymore.

18 Q. Okay. And when you told "The New York
19 Times" that you thought it was still a valuable
20 product, then, what, you were lying then or
21 you've changed your mind since then?

22 MS. YEAGER: Objection.
23 Misstates her testimony. Misstates facts not in
24 evidence. Foundation.

25 A. "The New York Times" article does not

1 characterize it in that way.

2 Q. (BY MR. O'NEIL) So, whenever the --
3 you've read "The New York Times" article, right?

4 A. Yes, I participated in it.

5 Q. Okay. And --

6 MS. YEAGER: Do we have a
7 question?

8 VIDEOGRAPHER: Go ahead.

9 MS. YEAGER: I'm sorry to
10 interrupt.

11 Q. (BY MR. O'NEIL) Were you misquoted in
12 that article?

13 A. No, you're misquoting the article.

14 Q. Okay. So, is everything in that
15 article accurate as far as you're concerned?

16 A. Fairly accurate, yeah.

17 Q. Fairly accurate?

18 A. Uh-huh.

19 Q. Okay.

20 A. I mean, because the article isn't
21 100 percent about me, so I don't know. I can't
22 attest to the accuracy of the rest of it.

23 Q. I understand. Obviously. You're
24 quoted as saying, quote, "I still have credit
25 monitoring because of the simple fact that it is

1 the best tool available at this time."

2 A. And what's the rest of sentence?

3 Q. "It is not ideal, it is broken and it
4 is not as advertised." Is that an accurate
5 statement?

6 A. That's the statement, yes.

7 Q. Okay. So, it's still valuable enough
8 for you to continue using it and continue buying
9 it; isn't that correct?

10 A. Well, I'm not buying it anymore, am I?

11 Q. Well, you did for years and years and
12 years after you claimed that it didn't work?

13 A. And I don't deny that.

14 Q. Okay. And the only reason why you're
15 not buying it today is because your credit card
16 changed and you didn't give the company a new
17 credit card?

18 MS. YEAGER: Objection.

19 Misstates --

20 Q. (BY MR. O'NEIL) Isn't that right?

21 MS. YEAGER: -- the testimony.

22 A. No. I just -- I elected not to go in
23 there and put in a new credit card when it
24 arrived. So, to that extent that's why it's no
25 longer going on.

1 Q. (BY MR. O'NEIL) What other harm has
2 your husband suffered as a result of TrueLink's
3 failures as alleged in the complaint?

4 A. Well, I think there's a sincere
5 dissolutionment with the system. I mean, people
6 who give their -- people give their word and
7 they say that they're going to provide you a
8 product or service, and then you go out and say,
9 okay, I want that product or service and I'm
10 going to pay for it. And then when you don't
11 get what you've paid for, it's very
12 disheartening, especially when you're talking
13 about a product or service like the one we're
14 talking about for someone who's been a victim.

15 Q. It's disheartening to you, right?

16 A. Well, it's disheartening to both of us.

17 Q. I mean, your husband didn't read the
18 representations that you claim lead you to
19 believe that the product could do something you
20 thought it could do, right?

21 MS. YEAGER: Objection. Assumes
22 facts not in evidence.

23 A. I am almost 100 percent certain that my
24 husband believes that his Social Security number
25 would be protected as a result of the purchase

1 of this product, yes, I do.

2 Q. (BY MR. O'NEIL) That's because you --
3 was that because you told him that?

4 A. Well, he was there when we signed up
5 for it. I mean, and he read the same ad I did.

6 Q. No, he was playing video games.

7 A. Well, I know he was playing video games
8 but I'm saying he read -- he -- we talked about
9 the ad, so I --

10 Q. Okay?

11 A. So, I know he knows what it said.

12 Q. You're not suggesting that he read the
13 ad, are you?

14 A. No, I read the ad to him.

15 Q. Oh, you read it out loud to him?

16 A. Yes.

17 Q. Oh.

18 A. He sits right behind me.

19 Q. Oh.

20 A. At his computer and I'm sitting at my
21 computer.

22 Q. He didn't say that, though, did he, in
23 his deposition?

24 A. What?

25 Q. So, it's your testimony that you're at

1 one computer with your back to him ordering
2 products from TrueLink, he's in the same room
3 playing video games?

4 A. Behind me.

5 Q. And you read word for word the
6 marketing materials on the TrueLink website? Is
7 that your testimony?

8 A. I may have read -- I read a few
9 sentences. I didn't read all of the testimony.

10 Q. What sentences did you read to him?

11 A. I don't recall specifically. I just
12 know in general that we read and talked about
13 what the product could do for us and that we
14 discussed that.

15 Q. Is it fair to say that you were more
16 interested in buying this product that
17 Mr. Millett was?

18 A. No. It was fair to say that both him
19 and I were looking for solutions to the problems
20 that we had -- were now facing.

21 Q. But he wasn't so interested that he
22 would stop playing his video games to actually
23 read about the product that you were buying on
24 his behalf, right?

25 A. I handle all those types of things, all

1 the financial stuff, so he'd probably just go
2 whatever.

3 Q. So, any representation that he got
4 about the product came from, right?

5 A. Right. And those came from the ad.

6 Q. Did you tell him on August 6, 2003,
7 that this credit monitoring product by TrueLink
8 would advise of conduct by Mr. Perez that did
9 not show up on his TransUnion credit report?

10 A. I don't think it was characterized like
11 that, no. I think what I said was that this
12 product would help us and would provide some
13 assistance to us possibly.

14 Q. And that's what he relied upon in
15 okaying your decision to buy the product, right?

16 A. Yep.

17 Q. Do you recall that TrueLink sent
18 interrogatories to your husband?

19 A. Yes.

20 Q. But he didn't answer them, right?

21 MS. YEAGER: Objection.
22 Misstates the evidence.

23 A. I'm sorry?

24 Q. (BY MR. O'NEIL) He did not answer the
25 interrogatories, you did, right?

1 A. He didn't physically answer them, no.

2 He read them and signed them.

3 Q. Why did you take it upon yourself to
4 answer the interrogatories for him?

5 A. Because throughout all the cases, in
6 some cases, is the interrogatories have called
7 for facts that mostly resided with me, because I
8 conducted the investigation into the identity
9 theft in the first place.

10 So, I'm the one that's been filling
11 them out and I've filled them out usually with
12 the help of my lawyer.

13 Q. Do any of the facts reside with your
14 husband?

15 A. I'm sorry?

16 Q. Do any of the facts reside with your
17 husband?

18 A. There are some facts, yes.

19 Q. What facts does your husband know that
20 you don't know?

21 MS. YEAGER: Objection. Calls
22 for speculation.

23 A. I don't know the answer to that, but
24 I'm saying there are facts that we both know.

25 Q. (BY MR. O'NEIL) Uh-huh. All the facts

1 he knows he got from you though, right?

2 A. No. He was present when his police
3 reports was filed.

4 Q. But you wrote it, right?

5 A. I filled it out, yes, I did.

6 Q. And then you signed it and then the
7 police officers said, well, actually,
8 Mr. Millett should sign it, right?

9 A. No we both --

10 MS. YEAGER: Objection. That
11 misstates the evidence.

12 A. No. Actually, we both signed it,
13 because I had to sign -- the police officer
14 wanted me to sign it, because the statements
15 that were being made in connection with the
16 discovery of the crime were discovered by me
17 because I'm the one that talked to Ford Motor.

18 Q. (BY MR. O'NEIL) Mr. Millett verified
19 the interrogatory responses that you provided,
20 right?

21 MS. YEAGER: Objection.
22 Misstates the evidence.

23 MR. O'NEIL: Am I wrong, Joyce?
24 No, no, let's be clear. Am I wrong? Did
25 Mr. Millett not verify these interrogatory

1 answers?

2 MS. YEAGER: She did not provide
3 them. She helped prepare them.

4 MR. O'NEIL: Oh, no, that
5 misstates the evidence of both your clients.

6 A. I prepared them with my lawyer. Now
7 did I physically sit down at the typewriter and
8 type each and every answer, no, I did not.

9 Q. (BY MR. O'NEIL) Oh, you don't?

10 A. No.

11 Q. Who did?

12 A. My attorneys typed those for me.

13 Q. Oh.

14 A. But I provided the content and the
15 context for each answer that's on the
16 interrogatory.

17 Q. Okay. So, interrogatories go to
18 Mr. Millett -- were you a little irritated that
19 they only went to Mr. Millett and not you as
20 well?

21 A. No.

22 Q. Okay. So the interrogatories go to
23 Mr. Millett, you provided the information and
24 Ms. Yeager types it. Is that the way it worked?

25 A. Yeah, I guess so.

1 Q. To your knowledge, were those responses
2 that you prepared accurate?

3 A. Yes, to my knowledge, yeah.

4 VIDEOGRAPHER: Mrs. Millett,
5 could I ask you to turn back toward the video
6 please? That's fine, thank you.

7 THE WITNESS: I'm sorry, I got
8 pushed away from the table.

9 (M. Millett Exhibit 22 was marked
10 for identification by the reporter.)

11 Q. (BY MR. O'NEIL) Are you aware of any
12 individual who is a member of the class that you
13 seek to represent?

14 A. I'm sorry?

15 Q. Do you know any particular individual
16 who is a member of the class that you seek to
17 represent?

18 A. I think I've heard of people who have
19 purchased the products, yes.

20 Q. What does that mean, you've heard of
21 people who purchased the product?

22 A. Well, I mean, you know, it's like
23 somebody I talked to at work or whatever and
24 their relative has the product or --

25 Q. Have you ever spoken to anybody who is

1 in the class that you seek to represent?

2 A. No.

3 Q. Let me hand you what's been marked

4 Exhibit 22, which are the interrogatory

5 responses that we got in this case.

6 A. Uh-huh.

7 Q. It looks like the font and type size of

8 the answers is different from the font and type

9 size of the questions. Would you agree?

10 A. Yeah.

11 Q. Okay. But it's your testimony that you

12 didn't write these words, you just gave the

13 information to your lawyers and your lawyers

14 wrote them?

15 A. This information that's in here is not

16 based verbatim from the e-mail response I made

17 that answered this particular question.

18 Q. Okay. So you sent an e-mail to your

19 lawyers --

20 A. Answering the questions.

21 Q. Okay.

22 A. And then they may have pasted them into

23 the appropriate responses.

24 Q. Did they change your answers?

25 A. I'm sorry?

1 Q. Did your lawyers change the text of the
2 answers that you provided to them before they
3 finalized it and sent it to counsel for
4 TrueLink?

5 A. I believe they went back and forth
6 several times.

7 Q. Between you and the lawyers?

8 A. Uh-huh.

9 Q. Okay. So they made some changes and
10 you made some changes, is that how it worked?

11 A. Yeah.

12 Q. Okay. Now, there's several places --
13 well, let's just -- response to Interrogatory
14 No. 6, and I apologize these pages are not
15 numbered, but if you look at Interrogatory No.
16 6.

17 A. Uh-huh.

18 Q. The interrogatories there describe in
19 detail all instances in which plaintiff has
20 purchased credit report, etc. Do you see that,
21 ma'am?

22 A. Yeah.

23 Q. And then the answer -- and then there's
24 a lot of objections, but the real answer comes
25 in the next page. It says here, "We knew that

1 TransUnion might have information which Equifax
2 and Experian did not have."

3 A. Yes.

4 Q. What does that mean?

5 A. Well, because the three bureaus have
6 three separate databases.

7 Q. Right.

8 A. Well...

9 Q. So, some credit bureaus have accounts
10 and others don't?

11 A. Correct.

12 Q. So, it's possible that the Home Depot
13 trade line could have been on some other credit
14 bureau's files but not on TransUnion, right?

15 A. Well, no, it was already on the TU
16 letter, so.

17 Q. Ma'am, I'm talking about your husband's
18 credit file.

19 A. That's what I'm talking about too. The
20 Home Depot account is on the original TU letter
21 from 4/23.

22 Q. But that indicates that that Home Depot
23 account is on Mr. Perez's credit file, not your
24 husband's, right?

25 A. Right.

1 Q. But you're not suggesting, although
2 we're still waiting for evidence, you're now
3 suggesting that the Home Depot trade line is on
4 TransUnion's file?

5 A. It's been relabeled. That has been
6 relabeled with Steven Millett's name and
7 address, yeah, so then it would be on our file
8 or my husband's file.

9 Q. Well, it could be on the file of one
10 bureau, three bureaus or no bureaus, right?

11 A. Well, I know it's on at least one
12 bureau.

13 Q. And whose bureau is that?

14 MS. YEAGER: I need to object.
15 That is subject to a confidentiality protective
16 order. The document was labeled "highly
17 confidential." We have the same sort of
18 agreement that we have you.

19 MR. O'NEIL: Okay. Well, then I
20 guess you can't use it as evidence in this case.
21 I'll move on.

22 Q. (BY MR. O'NEIL) So, it's on one credit
23 bureau, but you can't tell me which one?

24 A. Well, there is the information on the
25 subpoena from Home Depot itself, which shows

1 where they've relabeled the accounts with Steve
2 Millett's name and address, and that's how
3 they're reporting it.

4 Q. But the Home Depot subpoena documents
5 don't tell you who they reported it to?

6 A. Right, but it's a reasonable inference
7 since the Home Depot already appears on the
8 TransUnion letter on file in 2003 that Home
9 Depot reports to TransUnion.

10 Q. Well, there's differences between
11 inferences and evidence, we'll see how that
12 plays out. Interrogatory No. 7 on that same
13 page asks if plaintiff claims to have suffered
14 any economic loss as a result of the conduct of
15 defendant alleged in the fourth amended
16 complaint. It asks you to provide or asks
17 Mr. Millett to provide certain information,
18 right?

19 A. Uh-huh.

20 Q. And it says: "My wife handled these
21 matters for our family. We lost a lot of money
22 because we could not get credit or could not get
23 good rates." Right?

24 MS. YEAGER: I'm sorry to
25 interrupt. What number are we on?

1 MR. O'NEIL: Interrogatory No. 7.

2 MS. YEAGER: Thank you. Sorry to
3 interrupt.

4 MR. O'NEIL: That's okay.

5 Q. (BY MR. O'NEIL) So, the interrogatory
6 response says you lost a lot of money because we
7 could not get credit, we had to pay extra money
8 for insurance?

9 A. Uh-huh. Right.

10 Q. But you're not seeking those damages in
11 this case, are you?

12 A. We're seeking the damages for breach of
13 contract that we're supposed to be getting.

14 Q. Okay. Well, maybe I should just ask
15 you. This interrogatory suggests that you are
16 -- that you have suffered these economic losses
17 as a result of TrueLink's conduct. Is that
18 accurate?

19 A. Well, to the extent that I -- my
20 thought process still thinks that TransUnion and
21 TrueLink are the same company, yes, those are
22 economic losses that have been suffered. Now,
23 whether or not they're recoverable in this
24 particular case because of the claims that have
25 been brought is a different matter. But it's

1 been answered here.

2 Q. Are there -- are you seeking recovery
3 of those in this case?

4 A. No. I don't believe so.

5 Q. Oh, okay.

6 A. I believe the Fair Credit Reporting Act
7 portion of this case was dismissed, so.

8 Q. Why was it dismissed?

9 A. I don't know. I think it was just
10 dropped.

11 Q. You don't know why?

12 A. I think that would be a matter between
13 myself and my attorneys as to why.

14 Q. No. I'm not asking you to disclose
15 conversations you've had with your lawyers. I'm
16 asking you do you know why you decided to
17 dismiss the --

18 A. Yes, I do.

19 Q. Okay. Why is that?

20 A. That's a discussion I had with my
21 lawyers.

22 Q. Well, I don't want you to tell me about
23 your discussion with your lawyers. If you only
24 know why you dismissed it because your lawyers
25 told you, then don't say.

1 A. Well, then I'm not going to say.

2 Q. Okay. So, it was the lawyers who told
3 you why they dismissed it?

4 A. No, that mischaracterizes what I just
5 said. Me and the lawyers had a discussion about
6 it and we came to the agreement to dismiss the
7 count, at which point in time the count was
8 dismissed.

9 Q. Got it. Thank you. Now, in that same
10 response it says, "I remember sometimes my wife
11 ordered a credit report because TransUnion told
12 us there was a change, and then the report did
13 not a change on it." Do you see that?

14 A. Yep.

15 Q. Did you make sure that your husband
16 actually had that memory or did you just do it
17 from your own memory?

18 A. No. He should have had that memory,
19 because when that occurred and I bought a credit
20 report and there was no change on it, there was
21 some salty language in that house that there was
22 no way he could have missed.

23 Q. Yeah. Because he kind of said that he
24 didn't have personal knowledge of some of the
25 things in these responses. But you're

1 disagreeing with him then?

2 A. He may not have recalled it sitting
3 here in this chair, but that doesn't mean he
4 wasn't present when it occurred.

5 Q. He said he had a bad memory; is that
6 true?

7 A. He tends to be a very simple person.
8 Complex things are very complex.

9 Q. This litigation is very complex, isn't
10 it?

11 A. It would be complex for any person. I
12 -- wouldn't matter if Albert Einstein was
13 sitting in this chair.

14 Q. Now, let me direct your attention to
15 Interrogatory No. 12. And you can read the
16 interrogatory, but it's not really relevant to
17 my question. In the answer you said: "I asked
18 my wife to handle this as my agent. I know that
19 she has a lot more information about this."

20 A. Uh-huh.

21 Q. Okay. And there's other responses, No.
22 15, "My wife and my attorneys have more
23 information about this." Number 16 and 17, "My
24 wife has more information about this." Number
25 18, "My wife has more information about this."

1 Same with No. 19 and No. 20 and No. 21, No. 26.

2 Here's my question, Mrs. Millett, why don't you
3 give us the information in the interrogatory
4 responses, instead of suggesting that you're
5 simply providing the information that
6 Mr. Millett has and making us ask you the
7 questions?

8 MS. YEAGER: Objection to the
9 extent it calls for a legal conclusion. Object
10 to the extent it calls for the sharing of
11 attorney-client privilege.

12 THE WITNESS: Can I answer now?

13 MS. YEAGER: Yes, please.

14 THE WITNESS: Okay.

15 A. Because this one says Interrogatories
16 to Plaintiff Steven Millett, and most of the
17 interrogatory pages I've read are about what
18 you, the plaintiff, that's being given the
19 questions knows. So, they're answered from
20 Steve's perspective because that's what Steve
21 knows. What I know is something completely
22 different.

23 Q. (BY MR. O'NEIL) Okay. Well, do you
24 understand that under the law when you're asked
25 questions and if the information is in the

1 possession of your agent, that you're obligated
2 to give the information from your agent?

3 MS. YEAGER: Objection. Calls
4 for a legal conclusion.

5 Q. (BY MR. O'NEIL) Do you understand that?
6 That's not simply enough to say, well, I don't
7 know. That if someone is your agent, you have
8 an obligation to get the information from the
9 agent to provide it. Do you understand that?

10 MS. YEAGER: Objection. Calls
11 for a legal conclusion.

12 A. I don't understand what you mean. I'm
13 sorry. I thought these were my husband's
14 questions, and every case up to now I've gotten
15 my own set. So, then I fill it what I know in
16 my set and he fills out what he knows in his
17 set.

18 Q. (BY MR. O'NEIL) Yeah, well, actually,
19 I've seen your interrogatories answers in the
20 Experian case, they were identical. So, are you
21 suggesting to me that when you got separate
22 interrogatories, that there was different
23 information in the responses, depending on who
24 knew what?

25 A. Experian had a different definition

1 for, I think, for the definition of who "you"
2 meant in their particular interrogatories.

3 Q. Are you telling me that when you had
4 separate interrogatories served to both you and
5 your husband, that the responses were different
6 based upon the knowledge of you and your
7 husband?

8 A. No, because that's not how Experian
9 defined the term when they asked that the
10 interrogatories be answered.

11 Q. Oh, I thought that's what you said,
12 that you've answered interrogatory --

13 A. No, I'm talking about in this case.

14 Q. Oh, okay.

15 A. Because you didn't give us a definition
16 -- I don't know where the definition of "you" is
17 in this one.

18 Q. Have you ever heard of something called
19 the Credit Repair Organizations Act?

20 A. Yes.

21 Q. Okay. And what's your understanding of
22 what that is?

23 A. Credit Repair Organizations Act, also
24 known as CROA, basically it's a federal law that
25 details how credit repair organizations are

1 classified and how they must deal with consumers
2 in the marketplace.

3 Q. And you brought a claim against
4 TrueLink under CROA, right?

5 A. I believe, but I don't think that that
6 remains anymore at this time.

7 Q. Did you believe you had a factual basis
8 to make that claim against TrueLink when you
9 made it?

10 A. Sure I did.

11 Q. Okay. And did at some point in time
12 you come to a different conclusion?

13 A. No, I still have that conclusion. I
14 just -- we've decided to drop that claim.

15 Q. For strategic purposes?

16 A. It's not strategic. I believe it was
17 because of the ruling in Georgia with the Fourth
18 Circuit.

19 Q. You didn't think that because the claim
20 failed in that case, you decided to dismiss it
21 in the case you brought against TrueLink; is
22 that right?

23 A. Pretty much, yeah.

24 Q. Okay. So, now that the claim in the
25 Experian case failed, are you going to be

1 dismissing the same claims against TrueLink in
2 this case?

3 A. No. Because the Experian claims will
4 be appealed.

5 Q. You're aware of course, Mrs. Millett,
6 that you want to represent a class of
7 individuals in this case, right?

8 A. Oh, yes.

9 Q. Okay. And you probably don't know, but
10 do you -- can you -- do you know what the class
11 is, how the class is defined that you want to
12 represent?

13 A. I believe the class is defined as all
14 purchasers of the product, but I'm not quite
15 sure of the date range, it's from a certain --
16 there's a certain statutory period that's
17 covered, and I'm not quite sure how that all
18 works. But I believe it's from 2001 I think.

19 Q. That's correct. It's September 9,
20 2001. Why do you want to bring a claim on
21 behalf of people that you don't know?

22 A. Why do I want to -- because I like to
23 help people.

24 Q. Okay. But you've never met anybody who
25 bought the credit monitoring service, right?

1 A. I've met people who have bought credit
2 monitoring services, just not this specific one.

3 Q. Okay. And so you don't know if they
4 had the same understanding of what that product
5 was as you did, right?

6 A. Well, I've talked about credit
7 reporting in general with people, and most
8 people believe there's only one credit report
9 for each Social Security number.

10 Q. Ma'am, that's not the subject of the
11 claim you brought against TrueLink. I don't
12 know if you understand that.

13 A. I understand that. But to the extent
14 that the credit monitoring is monitoring the
15 credit report, most people believe because
16 there's only one credit report for that Social
17 Security number that if they've bought
18 monitoring though that credit report, that
19 includes all that information. They don't
20 understand that there's 15 credit reports out
21 there for the same identifier, and that they're
22 only getting monitoring on the one report which
23 is directly associated with their name, address
24 and Social Security number. Most people are
25 thoroughly confused by that fact.

1 Q. You say most people, who are you
2 talking about?

3 A. Well, I mean, just in general. Anybody
4 I've ever spoken to about the fact the credit
5 bureaus have more than one file for the same
6 Social Security number look at me like I'm
7 completely nuts until, you know, they see -- I
8 whip out --

9 Q. And how often do you think this occurs?

10 A. What?

11 Q. The fact that there's more than one
12 file for one Social Security number?

13 A. Well, given the fact that in this
14 particular case the perpetrator is an
15 undocumented alien that bought the Social
16 Security card on the street, I would say it's
17 probably more common than most people realize.

18 Q. You don't like illegal aliens, do you?

19 A. Huh?

20 Q. You don't like illegal aliens, do you?

21 A. Actually, no, I don't have any dislike
22 or like for them one way or the other. They
23 have just as much right to come to this country
24 if they want to, but I don't care for them to be
25 using my information, no, or my husband's

1 information.

2 Q. Do you have any thoughts or any
3 information as to what percentage of identity
4 theft is made up of illegal aliens using
5 somebody else's Social Security number?

6 A. I know I've seen the number somewhere
7 before, but I don't have that percentage right
8 off the top of my head.

9 Q. Do you have any thoughts or
10 understanding as to what percentage of,
11 quote-unquote, "identity theft" is another
12 person using someone else's Social Security
13 number, but no other identifying information of
14 that person?

15 A. Well, most of the information that
16 comes from that that's available on that topic
17 is anecdotal and derived from the Social
18 Security Administration in their report on the
19 amount of money an payors into the U.S. Suspense
20 Fund.

21 Q. Okay.

22 MR. O'NEIL: I have a note here
23 that we have to change the tape. I also see
24 that it's 5:00, so.

25 MS. YEAGER: Let's go off for a

1 second and we'll discuss it.

2 MR. O'NEIL: Sure.

3 VIDEOGRAPHER: We are now going
4 off the record at 4:58 p.m.

5 (Recess.)

6 VIDEOGRAPHER: One moment please.

7 It is 5:00 p.m. and we are back on the record.

8 You may continue.

9 MR. O'NEIL: I think counsel had
10 a conversation off the record, it's 5:00 now, I
11 still have some more questions for the ever
12 patient Mrs. Millett. We're also hoping to have
13 complete the document production on behalf of
14 the plaintiffs. So, the agreement was that
15 we're going to try to continue this deposition
16 at some later date, and so that's what we plan
17 to do.

18 MR. CLOON: No objection by the
19 plaintiff. We just want to point that we're
20 willing to cooperate and go in excess of the
21 six-hour standard order for the depositions, but
22 we do want to try to finish it up perhaps in an
23 afternoon in good faith once we have obtained
24 all of the document outstanding productions and
25 get those to you. And we'll work on a mutually

1 agreeable time and date.

2 MR. O'NEIL: Okay, great. Thank
3 you. Thank you, Mrs. Millett.

4 VIDEOGRAPHER: We are now going
5 off the record at 5:01 p.m.

6 (The deposition adjourned for the day
7 at 5:01 p.m. and will be continued at a later
8 date.)

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MELODY J. MILLETT

Subscribed and Sworn to before

me this _____ day of _____,

20__.

Notary Public

County of _____

State of _____

Millett v. TrueLink, Inc.

C E R T I F I C A T E

I, Nissa M. Sharp, a Certified
Shorthand Reporter of the State of Kansas, do
hereby certify:

That prior to being examined the
witness was by me duly sworn;

That said deposition was taken down by
me in shorthand at the time and place
hereinbefore stated and was thereafter reduced
to writing under my direction;

That I am not a relative or employee
or attorney or counsel of any of the parties, or
a relative or employee of such attorney or
counsel, or financially interested in the
action.

WITNESS my hand and seal this _____
day of _____ 20 ____.

Nissa M. Sharp, CSR, CCR #528

1 May 18, 2007

2
3 Mrs. Melody J. Millett
c/o Ms. B. Joyce Yeager
4 YEAGER LAW FIRM, LLC
City Center Square, 26th Floor
5 1100 Main Street
Kansas City, Missouri 64105

6
7 RE: Millett v. TrueLink, Inc.

8 Dear Mrs. Millett:

9 Enclosed is your deposition, given in the
above-named matter, for your examination and
10 signing. You will also find a signature page
and an errata sheet for your convenience in
making any changes or corrections.

11 Pursuant to the law, any change in "form or
12 substance" of an answer shall be accompanied
with a statement of the reason given by you for
13 making such change.

14 Upon completion of your examination and reading,
please sign the enclosed signature page and
15 errata sheet and return them to this office in
the enclosed self-addressed envelope. If we
16 have not received the signed documents from you
within 30 days from the date of this letter, an
17 unsigned copy of your deposition will be filed.

18 Yours very truly,
19 METROPOLITAN COURT REPORTERS, INC.

20
21
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24
25 By: Nissa M. Sharp, CSR, CCR #528

RE: Millett v. TrueLink, Inc.
DEPOSITION OF: MELODY J. MILLETT

$$\begin{array}{ccccccc} & \bullet & & \bullet & & \bullet & \\ \vdots & & & & & & \\ \bullet & & \bullet & & \bullet & & \end{array}$$

_____ I certify that I have read my deposition
in the above case and I request that the above
changes be made.

DATED: